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BELLSOUTH TELECOMMUNICATIONS, INC.
DIRECT TESTIMONY OF THOMAS G. WILLIAMS
BEFORE THE TENNESSEE REGULATORY AUTHORITY
DOCKET NO. 97-00309
April 26, 2002

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR
BUSINESS ADDRESS.

A. My name is Thomas G. Williams. I am employed by BellSouth as
Product Manager for Line-Sharing for the nine-state BellSouth region.
My business address is 3535 Colonnade Parkway, Suite E511,
Birmingham, Alabama, 35242.

Q. WHAT IS YOUR PROFESSIONAL EXPERIENCE AND
EDUCATIONAL BACKGROUND?

A. I am responsible for the development and deployment of BellSouth's
line-sharing products. My career at BellSouth spans over 14 years and
includes positions in various product management positions. I also
have seventeen years service with AT&T and Southern Bell, during
which I held various positions in sales, marketing, and operations. I
have a bachelor's degree in Marketing.

Q. HAVE YOU TESTIFIED PREVIOUSLY?

1

2 A. Yes. I previously testified before the Georgia, Alabama, Florida,
3 Kentucky, Mississippi, and Louisiana Public Service Commissions and
4 the Public Service Commission of South Carolina, the Public Utility
5 Commission of North Carolina and filed testimony with the Federal
6 Communications Commission.

7

8 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

9

10 A. The purpose of my testimony is twofold. First, I will demonstrate that
11 BellSouth provides nondiscriminatory access to the high frequency
12 portion of the loop in compliance with requirements of the Federal
13 Communications Commission's ("FCC") *Line-sharing Order* and *Line-*
14 *sharing Reconsideration Order*.¹
15
16 Second, I will demonstrate that a single competing carrier, or two
17 separate competing carriers acting together, can provide voice and data
18 services over a single unbundled loop obtained from BellSouth (the
19 FCC refers to the latter arrangement as "line splitting").²

20

21 Q. WHAT IS LINE-SHARING?

22

¹ *Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order CC Docket No. 98-147 and Fourth Report and Order CC Docket No. 96-98, 14 FCC Rcd 20,912 (1999) ("*Line-sharing Order*"); *Deployment of Wireline Service Offering Advanced Telecommunications Capability*, Order on Remand, CC Docket Nos. 98-147, 98-11, 98-26, 98-32, 98-78, 98-91 (1999) ("*Line-sharing Reconsideration Order*").

² *Line-sharing Reconsideration Order*, Para. 16-18.

1 A. Line-sharing allows a CLEC to provide high-speed data services to
2 BellSouth voice customers. The CLEC's data service is provisioned
3 over the high frequency portion of a copper loop. The high frequency
4 portion of the loop is the frequency range above the voice band on a
5 copper loop facility that is being used to carry analog circuit switched
6 voice band transmissions.³ The data signal typically is split off from the
7 voice signal by a splitter and then delivered to a digital subscriber line
8 access multiplexer ("DSLAM") located in the CLEC's network at its
9 collocation space. The DSLAM converts the data signal into packets
10 for transmission over the CLEC's network.

11

12 Q. HOW DID BELL SOUTH DEVELOP ITS LINE SHARING PRODUCT?

13

14 A. BellSouth developed its line-sharing product in conformance with the
15 obligations set forth in the FCC's Line-sharing Order and the Line-
16 sharing Reconsideration Order. In these Orders, the FCC created a
17 new UNE that consists of the high frequency portion of the copper loop
18 over which the ILEC provides analog voice service to the end user.

19

20 Q. ACCORDING TO THE FCC, TO WHAT DOES LINE-SHARING
21 APPLY?

22

23 A. According to the FCC line-sharing applies to:

24

³ 47 C.F.R. 51.319(h)(1).

- 1 • Two carriers - one voice provider ILEC and one data
2 provider (Data CLEC) serving a customer at a single
3 address, i.e., one customer per loop. (Line-sharing Order,
4 14 FCC Rcd at 20,948, ¶¶74);
5
6 • xDSL technologies that do not use the frequencies
7 immediately above the voice band, (i.e. ADSL), preserving
8 a “buffer” zone to ensure the integrity of the voice band
9 traffic. (Id., at 14 FCC Rcd at 20,943-44, ¶¶ 64);
10
11 • xDSL technologies that do not interfere with analog voice
12 band transmission. (Id. at 14 FCC Rcd at 20,946-47,
13 ¶¶ 70-71); and
14
15 • Lines that carry traditional Plain Old Telephone Service
16 (“POTS”) analog voice band services provided by the ILEC.
17 If the ILEC’s retail POTS service is disconnected, the Data
18 CLEC must purchase the entire stand-alone loop if it
19 wishes to continue providing xDSL to the customer.
20 Similarly, ILECs are not required to provide line-sharing to
21 a requesting carrier when the CLEC purchases a
22 combination of network elements known as the UNE
23 platform. (Id., at 14 FCC Rcd at 20,947-48, ¶¶ 72-73).

24
25 Q. GENERALLY DESCRIBE BELL SOUTH’S LINE-SHARING OFFER.
26

1 A. BellSouth offers line-sharing in accordance with FCC rules.
2 Specifically, line-sharing is available to a single requesting carrier, on
3 loops that carry BellSouth's POTS, so long as the xDSL technology
4 deployed by the requesting carrier does not interfere with the analog
5 voice band transmissions. BellSouth allows line-sharing CLECs to
6 deploy any version of xDSL that is presumed acceptable for shared-line
7 deployment in accordance with FCC rules and that will not significantly
8 degrade analog voice service. To facilitate line-sharing, BellSouth will
9 perform Unbundled Loop Modification (line conditioning) at the request
10 of a CLEC on any loop, regardless of loop length, unless such
11 conditioning would significantly degrade the customer's analog voice
12 service provided by BellSouth.

13
14 Q. PLEASE DESCRIBE BELLSOUTH'S LINE-SHARING
15 COLLABORATIVE.

16
17 A. In accordance with the suggestion in the FCC's *Line-sharing Order*,⁴
18 BellSouth developed its line-sharing product through a collaborative
19 process with all interested CLECs. BellSouth invited CLECs to a
20 collaborative line-sharing meeting in Atlanta on January 26, 2000.
21 Twelve CLECs participated in the meeting. The participants agreed to
22 form several working teams to develop, test, and refine the procedures
23 for use by CLECs and BellSouth to implement line-sharing successfully.
24 The first meeting of the working teams was held on February 2, 2000.
25 The participants jointly decided to have two sub-committees: a technical

⁴ Line-sharing Order, 14 FCC Rcd at 20,971-72, ¶ 128.

1 sub-committee and a systems/process sub-committee. Each sub-
2 committee would meet one day each week. The technical sub-
3 committee worked on technical issues, such as systems/network
4 architecture and testing. The systems/process sub-committee focused
5 on the pre-ordering, ordering, provisioning, maintenance, and billing
6 issues associated with line-sharing. Each sub-committee listed and
7 prioritized issues and action items. The sub-committees addressed and
8 resolved issues essential to the development of the architecture and
9 operations plan for the line-sharing product. Beginning April 12, 2000,
10 the collaborative consolidated the two sub-committees and conducted
11 the collaborative meetings on one full day each week.

12

13 Q. WHAT IS THE GOAL OF BELL SOUTH'S LINE-SHARING
14 COLLABORATIVE?

15

16 A. The goal of the collaborative meetings is to jointly develop procedures
17 and operations plans to implement central office-based line-sharing.
18 Attached to my testimony are several exhibits that the participants
19 developed in the collaborative to assist in the development of the line-
20 sharing product. Exhibit TGW-1 demonstrates the order flow for the
21 ordering and provisioning of line-sharing splitters. Exhibit TGW-2
22 details the ordering and provisioning process for end user line-sharing
23 orders. Exhibit TGW-3 is the Line-Sharing Ordering Document
24 ("LSOD") that CLECs use for ordering splitters or making changes in
25 splitters. Exhibit TGW-4 is a document entitled "Job Aid for Loop
26 Qualification System (LQS)," which assists the CLECs in qualifying,

1 loops for xDSL services. Exhibit TGW-5 is the "BellSouth Business
2 Rules for Local Orders" to assist CLECs in preparing line-sharing LSRs.
3 Exhibit TGW-6 is a jointly developed maintenance flow that shows how
4 troubles are reported and handled both for voice and data over line-
5 shared loops. Exhibit TGW-7 is a document that was provided to the
6 CLECs at the collaborative meeting that explains how CLECs can
7 access BellSouth's TAFI to report troubles, to check the status of a
8 reported trouble, or to run a MLT for line-shared loops. This exhibit is
9 an extract from the CLEC TAFI documentation on the BellSouth
10 Interconnection web site. Exhibit TGW-8 shows the Trouble Receipt
11 Process Flow for CLECs to report line-sharing data troubles to
12 BellSouth and shows how the CLEC uses BellSouth's TAFI for line-
13 sharing.

14
15 Q. WHO PARTICIPATES IN THE COLLABORATIVE?

16
17 A. Six companies regularly participated in the joint CLEC/BellSouth
18 meetings for central office-based line-sharing: BellSouth, Covad,
19 NorthPoint, Rhythms, NewEdge, and DuroCommunications. AT&T
20 recently became an active member of the collaborative. Other
21 companies also participated in the meetings, although less actively.
22 They include MCIWorldCom, BlueStar, NetworkTelephone, and Sprint.

23
24 Q. DID THE COLLABORATIVE ADDRESS TOPICS OTHER THAN
25 CENTRAL OFFICE LINE-SHARING?

26

1 A. Beginning June 28, 2000, the collaborative formed two additional
2 teams. One team addressed the development of the CLEC-owned
3 splitter option for central office-based line-sharing. Exhibit TGW-9 is
4 the charter for this collaborative team. Active participants for this
5 collaborative team were the “owners” listed in the charter: BellSouth,
6 Covad, DuroCommunications, NewEdge, Rhythms, and Sprint.
7 NorthPoint was a monitoring member. The second new collaborative
8 team developed the architecture and procedures for remote-site line-
9 sharing. Covad, Rhythms, DuroCommunications, NewEdge, and Sprint
10 were regular participants for the Remote Site Line-sharing
11 Collaborative. The charter for this collaborative is Exhibit 10. These
12 new collaborative teams met on alternate weeks for one half day. The
13 CLEC-owned splitter arrangement and remote-site line-sharing are
14 discussed in more detail later in my testimony.

15
16 Q. DID THE COLLABORATIVE CONDUCT ANY CARRIER-TO-CARRIER
17 TESTING ON THE LINE-SHARING PRODUCT?

18
19 A. Yes. One important part of the line-sharing collaborative was the joint
20 test of line-sharing procedures which was, in essence, an extensive
21 carrier-to-carrier test of the product. BellSouth and the CLECs jointly
22 created the Atlanta Line-sharing Pilot (the “Pilot”) to test and refine the
23 line-sharing procedures for end user service so that BellSouth and the
24 CLECs could successfully implement line-sharing on June 6, 2000.
25 The specific pilot objectives included various aspects of the line-sharing
26 ordering and provisioning process including qualification of loops for

1 line-sharing, and ordering and provisioning of access to the high
2 frequency portion of the loop for the CLEC to provide data service. All
3 parties agreed to work cooperatively to identify and resolve key
4 ordering, provisioning, maintenance, and repair procedures.
5

6 Q. WHO PARTICIPATED IN THE JOINT TEST?
7

8 A. Covad, NorthPoint, and Rhythms participated in the Pilot with
9 BellSouth. These parties all agreed that the results of the Pilot would
10 be shared with all of the participants in the collaborative.
11

12 Q. IN WHAT CENTRAL OFFICE DID THE COLLABORATIVE CONDUCT
13 THE TESTS?
14

15 A. BellSouth equipped eight Atlanta central offices (Marietta, Roswell,
16 Buckhead, Peachtree Place, Duluth, Sandy Springs, Chamblee, and
17 Toco Hills) with splitters for the Pilot. The CLECs selected and
18 prioritized these pilot sites.
19

20 Q. WAS THE JOINT TEST SUCCESSFUL?
21

22 A. Yes. The Pilot was completed successfully in the second quarter of
23 2000. During the Pilot, the participants tested the procedures for
24 provisioning of end user line-sharing service. Throughout the Pilot, the
25 participants collectively analyzed the line-sharing processes and
26 procedures that had been developed, and then made necessary

1 adjustments to assure a successful line-sharing commercial launch. At
2 each step, BellSouth and the CLEC participants shared the decisions
3 and results of the Pilot with their respective internal implementation
4 organizations responsible for development of the necessary processes
5 and OSS enhancements.

6

7 Q. WHAT ELSE DID BELL SOUTH DO TO INSURE LINE-SHARING WAS
8 AVAILABLE TO CLECs ON JUNE 6, 2000?

9

10 A. To ensure that CLECs could avail themselves of the line-sharing
11 product on June 6, 2000, BellSouth permitted CLECs to order splitters
12 in advance of the implementation deadline. In Georgia, CLECs began
13 ordering splitter systems on March 26, 2000. In other states, including
14 Tennessee, ordering began on April 6, 2000. On June 6, 2000,
15 BellSouth began accepting end user line-sharing orders from CLECs.
16 BellSouth provisioned these orders in accordance with the procedures
17 developed in the CLEC/BellSouth Collaborative Meetings and in the
18 Pilot.

19

20 Q. WHAT IS THE CURRENT STATUS OF THE COLLABORATIVE?

21

22 A. The members of all of the collaboratives concluded in early 2002 that
23 since most of the issues associated with line sharing and line splitting
24 have been resolved the various collaborative efforts could be combined.
25 This consolidated Shared Loop Collaborative now meets on alternate
26 weeks for half day meetings.

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Q. DOES BELLSOUTH HAVE A LEGALLY BINDING OBLIGATION TO
PROVIDE LINE-SHARING?

A. Yes. BellSouth has entered into region-wide interconnection agreements with CLECs such as Covad, NewEdge, BlueStar, NOW Communications, and NorthPoint for the ordering and provisioning of line-sharing in the BellSouth region. Copies of the line-sharing agreements for Covad and NOW Commnications are attached as Exhibits TGW-11 and TGW-12 to my testimony. Many of the general provisions and operational terms and conditions found in these agreements were worked out in the weekly collaborative meetings. Specific language for each CLEC was negotiated to satisfy the needs of that CLEC. These agreements contain interim rates, subject to true up from the individual state regulatory bodies, including the Tennessee Regulatory Authority (TRA). BellSouth's proposed rates for line-sharing currently are being considered in Docket No. 00-00544. The use of interim rates allowed CLECs to engage in line-sharing by the FCC's June 6, 2000 implementation deadline.

BellSouth also offers line-sharing in its Revised Tennessee Statement of Generally Available Terms and Conditions ("SGAT"). See Exhibit JAR-4 attached to Mr. Ruscilli's testimony. Proposed rates for line-sharing are set forth in Attachment A to the SGAT and are supported by cost studies filed with the Authority in Docket No. 00-00544. The current version of BellSouth's standard terms and conditions for line-

1 sharing offered to CLECs is attached to my testimony as Exhibit TGW -
2 13

3

4 Q. DESCRIBE THE LINE-SHARING OFFERING WITH A BELL SOUTH
5 SPLITTER.

6

7 A. Attached to this testimony, as Exhibit TGW-14, is a diagram that
8 illustrates the splitter arrangement for the BellSouth-owned splitter in
9 the central office. BellSouth allows CLECs to order splitters in two
10 different increments: 96 line units and 24 line units. The TRA ordered
11 BellSouth to provide a "port-at-a-time" option in Docket No. 00-0054, for
12 which BellSouth has filed a motion for reconsideration. The motion for
13 reconsideration proposes that the TRA allow BellSouth to provide
14 splitters to CLECs in minimum increments of 24 splitters in lieu of the
15 port-at-a-time option.

16

17 Under the BellSouth-owned splitter option, BellSouth purchases,
18 installs, inventories, leases, and maintains the splitters. BellSouth
19 installs a splitter in its equipment space or in a common area close to
20 the CLEC's collocation area. Splitters will be placed within 100 feet of
21 the MDF, whenever possible, in Tennessee, as ordered by the TRA in
22 Docket No. 00-00544.

23

24 BellSouth will provide to requesting carriers loop and splitter
25 functionality that is compatible with any transmission technology that
26 the requesting carrier seeks to deploy using the high frequency portion

1 of the loop, provided that such transmission technology is deployable
2 pursuant to Section 51.230 of the FCC rules. BellSouth provides a
3 bantam jack at the splitter so the CLEC can test the high frequency
4 portion of the loop.

5

6 Under each of these three options, a group of splitter ports is assigned
7 to a specific CLEC. The splitter is connected to BellSouth's frame via
8 cabling. One cable is connected to the splitter carrying the shared
9 voice and data signal from the frame to the splitter. A second cable
10 carries the voice traffic from the splitter back to the frame. A third cable
11 carries the data traffic from the splitter to the frame. Collocation cross-
12 connections are used to connect the loop carrying the shared voice and
13 data traffic to the splitter termination on the frame. A second cross-
14 connection carries the voice traffic from the splitter termination to the
15 BellSouth voice switch. The data traffic is then carried to the CLEC
16 collocation space by a cross-connection.

17

18 Q. WHAT TESTING DOES BELL SOUTH PROVIDE?

19

20 A. After the cables are run between the splitter and the frame, the
21 technician performs a "streaker card" test. This test insures appropriate
22 connectivity between the splitter and the BellSouth frame. BellSouth
23 also tests the cross-connections necessary to provide end-user data
24 service. In order to verify that the data cross-connections are correct,
25 BellSouth worked with a supplier who developed a Line-sharing
26 Verification Transmitter test set. BellSouth technicians use this test set

1 to ensure that the data portion of the circuit is wired correctly for the end
2 user service.

3

4 Q. PLEASE DESCRIBE THE ORDERING AND PROVISIONING FLOW
5 FOR LINE-SHARING.

6

7 A. A brief description of the ordering and provisioning flow for line-sharing
8 follows:

9 PRE-ORDERING

10 Loop make-up information for a particular loop is the same whether the
11 CLEC intends to purchase a stand-alone xDSL-capable loop or engage
12 in line-sharing. Thus, there is no difference in the process for obtaining
13 loop make-up information between the two offerings. CLECs can
14 submit requests for loop make-up information manually as described in
15 the testimony of Wiley (Jerry) G. Latham, or they can use the Local
16 Exchange Navigation System ("LENS") and Telecommunications
17 Access Gateway ("TAG") electronic interfaces (which will be addressed
18 in Phase II of the OSS docket). CLECs may obtain certain pre-
19 qualification information regarding a loop by accessing the Loop
20 Qualification System described in Exhibit TGW-4.

21

22 Q. WHAT DOES BELLSOUTH OFFER IF THE LOOP DOES NOT MEET
23 THE CLEC'S DATA REQUIREMENTS?

24

25 A. BellSouth offers its loop modification service that allows CLECs to
26 remove equipment such as load coils and excessive bridged tap from

1 the loops. If modifying a loop will significantly degrade the voice
2 services BellSouth currently is providing over the loop, and if the CLEC
3 is unable to locate another loop that satisfies the technical requirements
4 of the CLEC, the CLEC will not be allowed to offer data service on a
5 loop shared with BellSouth. If necessary, BellSouth will make a
6 showing to the TRA that the existing voice service will be degraded and
7 that no alternative loops are available.

8 9 ORDERING

10 Local Service Request ("LSR") for line-sharing is generally the same as
11 an LSR for an unbundled xDSL-capable loop. The only difference is
12 that an LSR for line-sharing requires some additional information,
13 namely a splitter assignment. The purpose of the splitter assignment
14 on the LSR is to direct BellSouth technicians to the correct splitter port
15 for the order. A CLEC LSR for line-sharing specifies the splitter
16 assignment by specifying the CLEC ACNA, central office floor, isle
17 number, relay rack, splitter shelf, and slot. The LSR also specifies the
18 CLEC cable ID and cable pair to access the high frequency portion of
19 the loop. Exhibit TGW-15 to my testimony specifies the fields required
20 on the line-sharing LSR. The process flow for an end user line-sharing
21 order is shown in Exhibit TGW-2.

22 23 PROVISIONING

24 BellSouth provisions line-sharing under terms and conditions
25 established with the CLECs during the collaborative process described
26 above. These terms and conditions regarding provisioning of line-

1 sharing are contained in interconnection agreements and BellSouth's
2 Revised SGAT. Exhibits TGW-1 and TGW-2 to my testimony
3 demonstrate the ordering and provisioning processes for line-sharing
4 splitters and end user line-sharing orders.

5

6 MAINTENANCE AND REPAIR

7 As with stand-alone xDSL-capable loops, CLECs can report troubles
8 with line-sharing manually or by using one of the maintenance and
9 repair interfaces (these will be addressed fully in Phase II of the OSS
10 docket). BellSouth provides, on a nondiscriminatory basis, physical test
11 access points to a requesting carrier through a standardized interface
12 commonly referred to as a "bantam test jack" for the purpose of loop
13 testing, maintenance and repair activities. In order to test the voice
14 portion of the loop, CLECs can access BellSouth's mechanized loop
15 testing (MLT) through TAFI. In addition, BellSouth developed interim
16 Line-sharing Joint Meet Procedures that allow BellSouth and CLEC
17 technicians to meet in a central office, when standard trouble reporting
18 procedures do not resolve a trouble. BellSouth and the other Line
19 Sharing Collaborative members agreed to discontinue use of this
20 process because it was determined to no longer be necessary.

21

22 Q. IS THERE COMMERCIAL USAGE OF LINE-SHARING SERVICE IN
23 TENNESSEE?

24

25 A. Yes. As of February 28, 2002, BellSouth had provisioned line-sharing
26 on 727 lines in Tennessee and on 6,521 lines region-wide. BellSouth

1 has deployed line-sharing splitters for CLECs in 66 Tennessee central
2 offices since June 30, 2001.

3

4 Q. DESCRIBE BELL SOUTH'S LINE-SHARING OFFER WITH A CLEC-
5 OWNED SPLITTER.

6

7 During the initial meetings of the collaborative, several CLECs
8 requested the option of providing line-sharing via a CLEC-owned
9 splitter located in the CLEC's collocation space. BellSouth agreed to
10 investigate a CLEC-owned splitter option in the collaborative meetings
11 following the successful commercial launch of the BellSouth-owned
12 splitter product on June 6, 2000. As described earlier, the parties
13 established an additional collaborative to serve as a vehicle for these
14 discussions. Again, Exhibit TGW-9 to my testimony is the charter for
15 this initiative. The goal of this collaborative team was to "support the
16 development of, with the mutual agreement to, the processes and
17 procedures required to jointly implement line-sharing utilizing CLEC-
18 owned splitters collocated in the central office...." See Exhibit TGW-9,
19 at 1. This collaborative developed processes and procedures that
20 enable CLECs to engage in line-sharing by means of a CLEC-owned
21 splitter. Rates for line-sharing via a CLEC-owned splitter are set forth in
22 Attachment A to BellSouth's Revised SGAT. A diagram for the CLEC-
23 owned splitter option for line-sharing in the central office is Exhibit
24 TGW-16 to my testimony.

25

1 A. Despite the initial enthusiasm for a CLEC-owned splitter arrangement,
2 to date no CLEC has installed its own splitter. Sprint committed to test
3 the option beginning in January 2001, but then withdrew. Sprint, again,
4 recently indicated a willingness to test this option with BellSouth,
5 however, no other CLEC has committed to test this option with
6 BellSouth. BellSouth remains committed to testing its offer of line-
7 sharing via a CLEC-owned splitter.

8
9 Q. DESCRIBE BELL SOUTH'S OFFER OF LINE-SHARING AT THE
10 REMOTE TERMINAL.

11
12 A. In the line-sharing collaborative, BellSouth and the CLECs jointly
13 agreed to a schedule for development of methods and procedures for
14 the various requirements of the *Line-sharing Order*. Exhibit TGW-10 to
15 my testimony is the charter for the remote terminal collaborative team.
16 The stated goal of this collaborative "is to support the development of,
17 with the mutual agreement to, the processes and procedures required
18 to jointly implement line-sharing utilizing splitters located in the remote
19 terminal as one of the options to meet the requirements of the FCC line-
20 sharing order." See Exhibit TGW-10. BellSouth has developed the RT
21 Line-sharing option and performed internal testing. Two CLECs have
22 submitted applications to collocate a DSLAM in a remote terminal.
23 BellSouth has completed internal testing and is in the process of
24 negotiating an agreement with a CLEC for carrier-to-carrier testing of
25 the remote site line sharing option.

1

2

BellSouth stands ready to provide line-sharing from the remote terminal, if requested. BellSouth provides for line-sharing from the remote terminal in its SGAT. To provide line-sharing from the remote terminal, the CLEC must collocate in the remote terminal and place a DSLAM in its collocation space. The CLEC may then purchase the high frequency portion of the copper sub-loop from the remote terminal to the end user customer. BellSouth offers sub-loop UNE products that CLECs can use to deliver its data signal to the CO for interconnection to its data network.

11

12 Q. DESCRIBE THE MEANS BY WHICH BELL SOUTH WILL FACILITATE
13 LINE SPLITTING.

14

15 A. BellSouth will allow CLECs (either one CLEC or two CLECs working
16 together) to offer both voice and data over a single unbundled loop.
17 See SGAT, §IV.B9.

18

19 BellSouth offers the same arrangement to CLECs as that described by
20 the FCC in the Texas 271 Order and the *Line-sharing Reconsideration*
21 *Order*. Specifically, BellSouth facilitates line splitting by CLECs by
22 cross-connecting an xDSL-capable loop and a port to the collocation
23 space of either the Voice CLEC or the Data CLEC. These carriers may
24 then connect the loop and the port to a CLEC-owned splitter, thereby
25 splitting the line themselves.

26

1 If BellSouth is currently the voice provider and a provider of data
2 services (a "data CLEC") is the advanced services provider, and the
3 end user subsequently chooses a CLEC for voice service (a "voice
4 CLEC"), then the following would occur:

5

6 If the original line-sharing arrangement was established with a Data
7 CLEC-owned splitter, then BellSouth would not be involved with the
8 splitter provisioning and, accordingly, any decisions regarding use of
9 the splitter would be left up to the Data CLEC. If, however, the original
10 line-sharing arrangement were established with a BellSouth-owned
11 splitter, then BellSouth would allow the Data CLEC to continue leasing
12 the BellSouth splitter under the following conditions:

13

- 14 1. The existing Data CLEC remains the end user's
15 advanced services provider, and
- 16 2. The Data CLEC has an agreement with the Voice
17 CLEC to use the upper frequency spectrum of the loop
18 to continue providing the advanced services.

19 The applicable recurring charges to be paid by the Voice
20 CLEC for the line splitting arrangement will be the loop, the
21 port, high frequency spectrum line activation, and two
22 collocation cross-connections, as shown on Exhibit TGW-16.

23

24 Q. DOES BELLSOUTH OFFER LINE SPLITTING IN OTHER
25 SITUATIONS?

26

1 A. Yes. BellSouth developed an option whereby BellSouth would provide
2 the splitter in line splitting arrangements. Additionally, BellSouth
3 worked with the Line Splitting Collaborative to prioritize the
4 development of additional arrangements from which to migrate to line
5 splitting arrangements. These additional enhancements to the
6 BellSouth Line Splitting Service are:

7

8 1. Changing existing Switched Combo (UNE-P) to Line Splitting
9 Service with BellSouth Owned Splitter.

10

11 2. Changing BellSouth Retail Voice to Line Splitting Service.

12

13 3. Changing BellSouth High Frequency Spectrum (CO Based) Line
14 Splitting Service, Data Provider remaining.

15

16 4. Changing BellSouth High Frequency Spectrum (CO Based) Line
17 Splitting Service, Data Provider changing.

18

19 BellSouth continues to work with the Collaborative to develop additional
20 migration scenarios to line splitting arrangements. Regardless of the
21 beginning arrangement, the line splitting architectures are the same
22 except for splitter ownership options. Under this process, BellSouth will
23 deliver a loop and port to the collocation space of either the Voice
24 CLEC or the Data CLEC. As specified in the *Line-Sharing*
25 *Reconsideration Order*, the loop and the port cannot be a loop and port
26 combination (i.e. UNE-P), but must be individual stand-alone network

1 elements. The Voice CLEC or the Data CLEC shall be responsible for
2 connecting the loop and port to a CLEC-owned splitter.

3

4 Q. ARE THERE ANY PREREQUISITES TO LINE SPLITTING?

5

6 A. Yes. To participate in line splitting, either the voice provider, the data
7 provider, or both the voice and data providers will need a collocation
8 agreement with BellSouth and will need an interconnection agreement
9 to order cross-connections, loops, and ports. If more than one CLEC is
10 involved, the second CLEC will need an agreement to share the
11 CLEC's loop. This arrangement would provide a UNE loop and UNE
12 port to provide the CLEC's end user with voice service. The high
13 frequency portion of the loop would be available for data because of the
14 splitter, which would be accessed via a cross-connection from the
15 frame to the splitter. A second cross-connection would return the voice
16 signal from the splitter in the collocation space to the BellSouth voice
17 switch port, if the CLEC provides the splitter. BellSouth would bill the
18 CLEC that purchases the loop and the purchaser of the loop will be
19 responsible for all charges associated with the line splitting UNE
20 arrangement. Where the Data CLEC is different from the Voice CLEC,
21 the purchaser of the loop may authorize the other CLEC to act on the
22 former's behalf. For example, the Voice CLEC and data CLEC may
23 need an arrangement between themselves for the Data CLEC to report
24 data troubles.

25

26 Q. DOES BELL SOUTH HAVE A LINE SPLITTING COLLABORATIVE?

1

2 A. Yes, on April 19, 2001, BellSouth held a “kick-off” meeting in Atlanta to
3 discuss Line Splitting and to initiate a Line Splitting Collaborative. Eight
4 Voice CLECs and Data CLECs attended the kick-off and indicated an
5 interest in participating in the collaborative. The first line splitting
6 industry collaborative was held May 3, 2001 and the collaborative met
7 weekly the remainder of 2001. Line splitting issues are now discussed
8 in the consolidated Shared Loop Collaborative meeting, discussed
9 previously.

10

11 Q. HAS BELL SOUTH ESTABLISHED COST-BASED RATES FOR LINE
12 SPLITTING?

13

14 A. The applicable recurring charges to be paid by the Voice CLEC for this
15 line splitting arrangement will be for the unbundled loop, the unbundled
16 port, high frequency spectrum line activation, and two collocation cross-
17 connections if the CLEC provides the splitter, as shown on Exhibit
18 TGW-17. If the line splitting arrangement is a migration from line
19 sharing, and no central office wiring is required, the applicable
20 nonrecurring rate to be paid by the Voice CLEC for this line splitting
21 arrangement will be the non-recurring rate for the loop-port combination
22 (switch-as-is). If CO wiring is required (data provider changing) the
23 appropriate charge will be the switch-with-change to change the two
24 collocation cross connections.

25

1 The rates for line splitting are not independent rates, but rather are
2 comprised of cost-based rates already set forth in Attachment A to
3 BellSouth's SGAT and in various interconnection agreements.

4
5 Q. DOES BELL SOUTH HAVE A LEGALLY BINDING OBLIGATION TO
6 FACILITATE LINE SPLITTING?

7
8 A. Yes. BellSouth agreed to facilitate line splitting in its Tennessee SGAT.

9
10 Q. IS THERE COMMERCIAL USAGE OF LINE SPLITTING IN
11 TENNESSEE?

12
13 A. To date, no CLEC has requested line splitting anywhere in BellSouth's
14 region.

15
16 Q. PLEASE SUMMARIZE YOUR TESTIMONY.

17
18 A. In summary, BellSouth has fully complied with the requirements of the
19 *Line-sharing Order* and the *Line-sharing Reconsideration Order*.
20 BellSouth's line-sharing implementation plans have incorporated the
21 network architectures and work processes developed in the line-sharing
22 collaborative meetings. Those meetings and their consequences
23 enabled BellSouth's full commercial rollout of line-sharing on June 6,
24 2000.

25

1 BellSouth's compliance with the *Line-sharing Order* and the *Line-*
2 *sharing Reconsideration Order* due in large part to the fact that
3 BellSouth took the initiative to engage interested CLECs in collaborative
4 line-sharing meetings to address those issues unique to a line-sharing
5 environment. In fact, as a result of its line-sharing meetings, BellSouth
6 made many modifications to operations plans and procedures based
7 directly on CLEC suggestions and recommendations. Examples, as
8 documented in the exhibits to my testimony, include BellSouth's offering
9 the service in 24 unit splitters; accepting and using non-binding
10 forecasts for splitter deployment planning and vendor negotiations;
11 minimizing CLEC capital expenditures by minimizing up-front
12 investment for splitters; accepting splitter orders prior to the effective
13 date of the Line-sharing Order so that end-user orders could be
14 accepted on June 6, 2000; utilization of the "Rules for Splitter
15 Allocation"; development of CLEC-owned splitter option; deploying
16 splitters according to a central office priority schedule set by CLECs;
17 and implementing the joint meet procedures as a temporary measure to
18 remedy early provisioning problems.

19

20 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

21

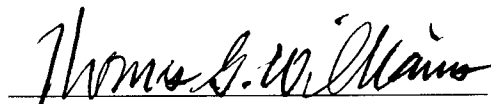
22 A. Yes.

AFFIDAVIT

STATE OF: Alabama
COUNTY OF: Jefferson

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Thomas G. Williams –Product Manager- Line Sharing, BellSouth Telecommunications Inc., who, being by me first duly sworn deposed and said that:

He is appearing as a witness before the Tennessee Regulatory Authority in Docket No. 97-00309 on behalf of BellSouth Telecommunications, Inc., and if present before the Authority and duly sworn, his testimony would be set forth in the annexed testimony consisting of 26 pages and 17 exhibit(s).



Thomas G. Williams

Sworn to and subscribed
before me on April 26th, 2002


NOTARY PUBLIC

Notary Public, Gwinnett County, Georgia
My Commission Expires March 17, 2003

EXHIBIT TGW - 1

Order Flow For Ordering And Provisioning Of Splitters

SPLITTER PRE-PROVISIONING FLOW **Initial Splitter Order** **05/07/01**

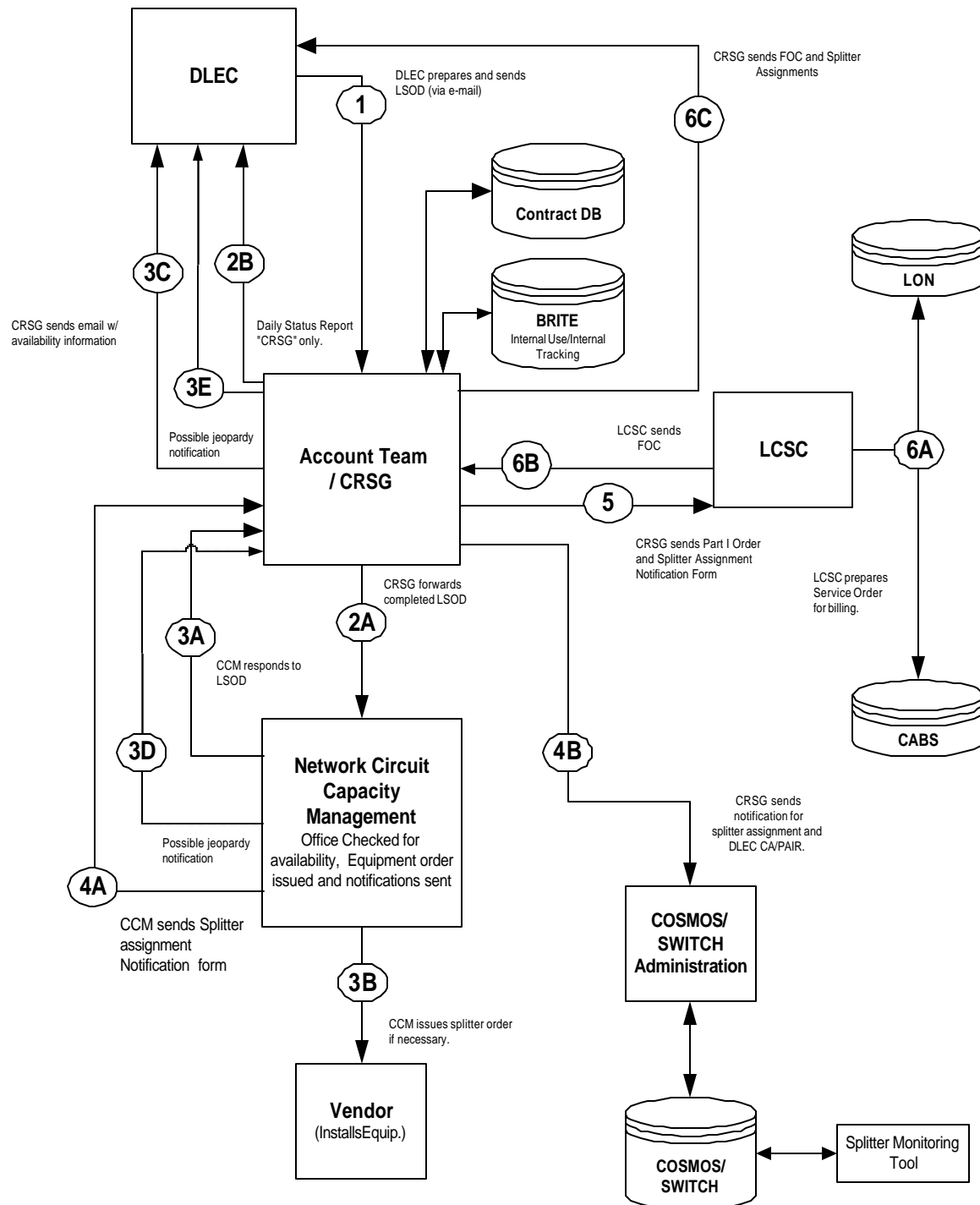
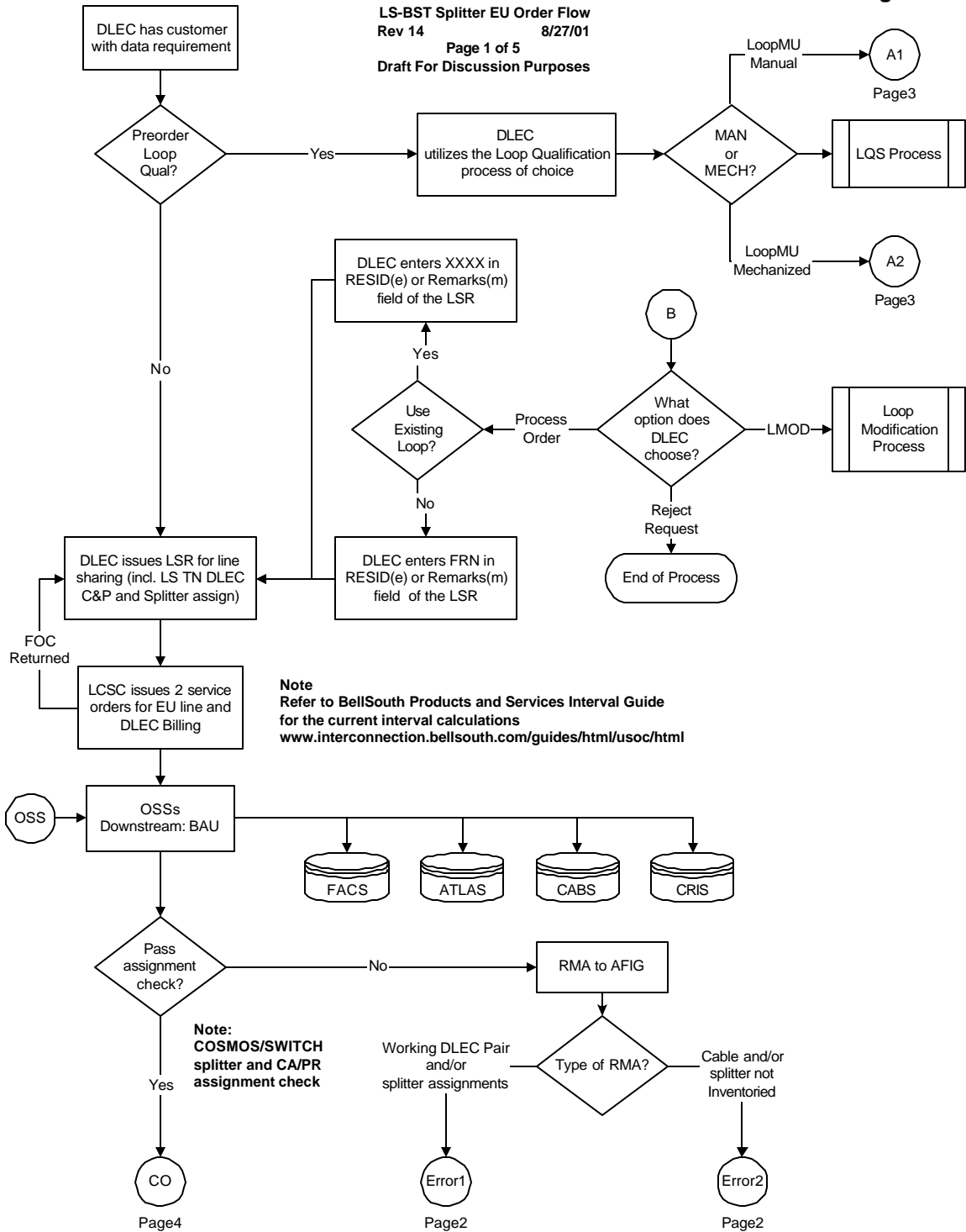
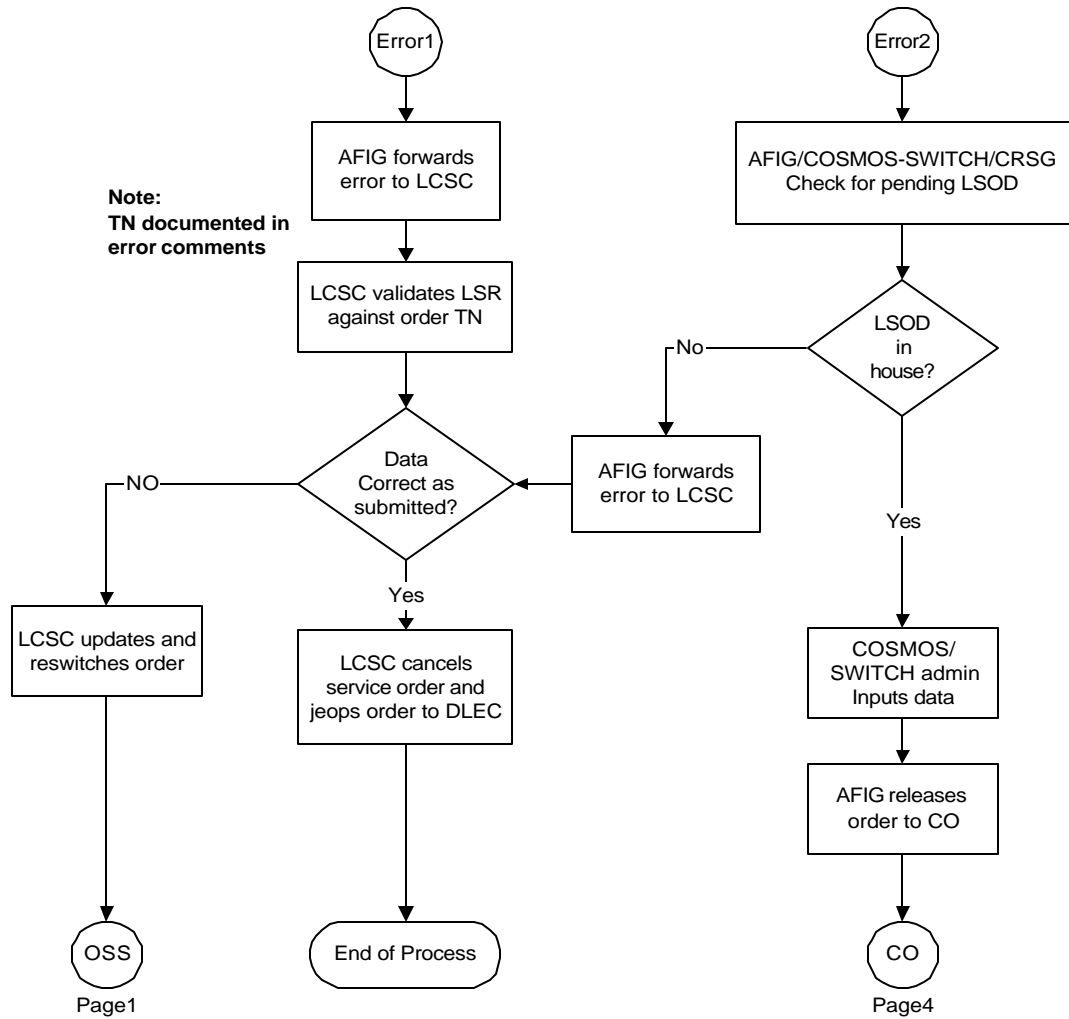


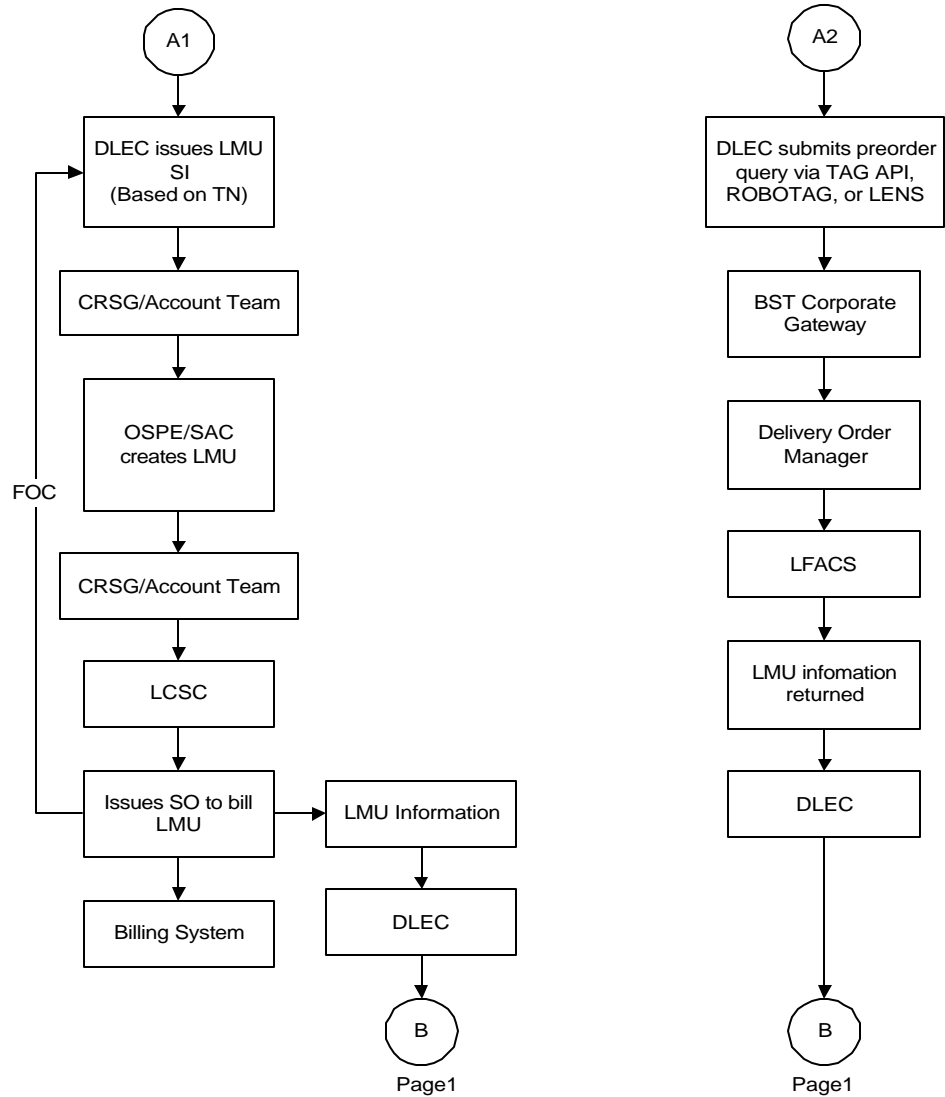
EXHIBIT TGW - 2

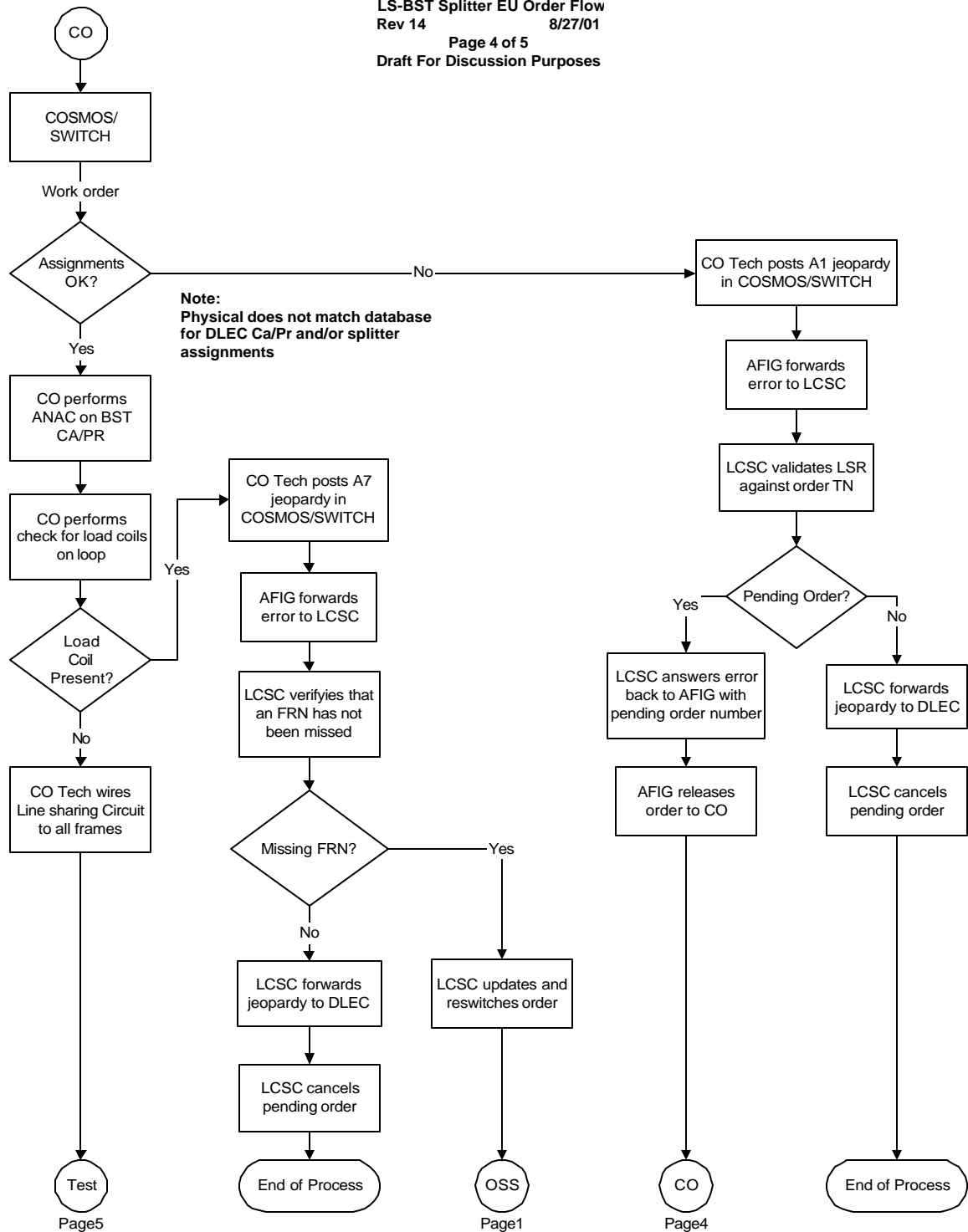
Order Flow For Ordering And Provisioning Of End-User
Orders

LS-BST Splitter EU Order Flow
Rev 14 8/27/01
Page 1 of 5
Draft For Discussion Purposes









LS-BST Splitter EU Order Flow
Rev 14 8/27/01
Page 5 of 5
Draft For Discussion Purposes

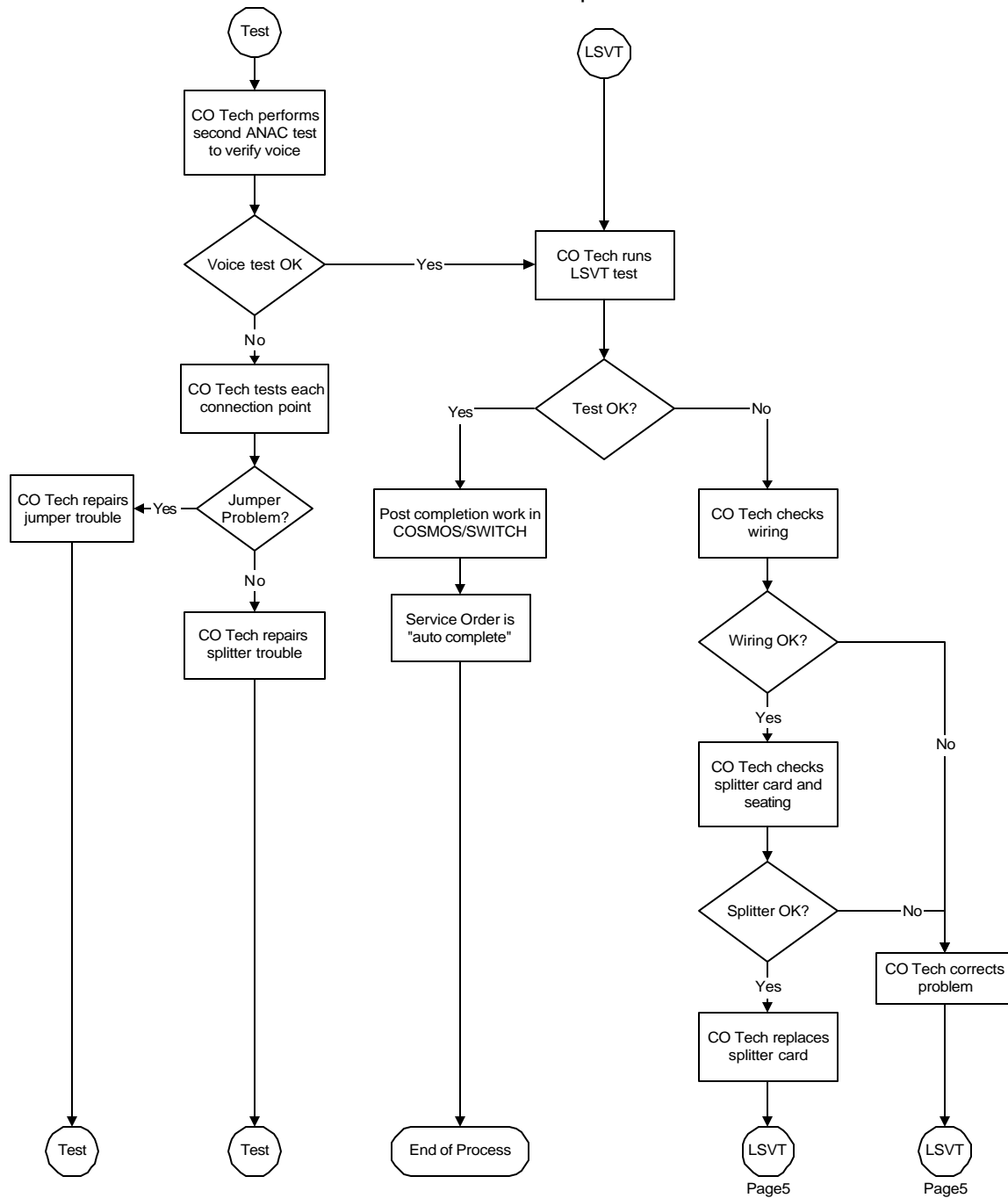


EXHIBIT TGW - 3

Line Sharing Ordering Document ("LSOD")
Ordering Splitters And Making Changes In Splitters

LINE SPLITTER ORDERING DOCUMENT

Exhibit TGW-3

(form last revised 10/10/01)

BellSouth Tracking #
Customer PON #

Page #
Version #

1

PART I - ORDERING SECTION

Customer ACTL:

--

Date Order Submitted by Customer:

--

REQ TYPE: AB

Date Order Received by BellSouth:

--

Desired Due Date:

--

(Indicate Type of Request)

	Initial Order		Update Order		Cancel Order
--	---------------	--	--------------	--	--------------

Indicate if New BST Splitter Capacity / Line Activation/De-Activation / Disconnect Splitter Capacity

	New BST Splitter Capacity
--	---------------------------

Qty	Size
	8 (Available 7/25/01)
	24
	96

	Line Activation/De-Activation	(See Part 1B attached)
--	-------------------------------	------------------------

	Disconnect Existing BST Splitter Capacity	(See Part 1C attached)
--	---	------------------------

Date Order Sent to Network CCM:

--

Date CCM Response Needed:

--

BellSouth CRS/Account Team Representative

Name

Title

Address

City

State

Zip Code

Telephone Number:

FAX Number:

E-mail:

Bill Date:

Customer Order/Design Contact Information

Company Name

Contact Name

Title

Department

Address

City

State

Zip Code

Telephone Number:

FAX Number:

E-mail:

Customer Billing Information

Bill Name

Street

Room

Floor #

City

State

Zip Code

ACNA

OCN

BAN Number

Billing Cont. Name

Billing Contact #

Remarks:

LINE SPLITTER ORDERING DOCUMENT
(form last revised 10/10/01)

BellSouth Tracking # Page #
Customer PON # Version #

PART IB - LINE SHARING / SPLITTING LINE ACTIVATE / DE-ACTIVATE - DLEC PAIRS

Company Name:

Line Activation/De-Activation

Desired Due Date: ACTL:
SWITCH WC:

Lines to Activate/Deactivate/Change:

BellSouth Provided Splitter		Check this row if requesting cable pair ACTION associated with BellSouth provided splitter			
DLEC SECTION	(Action entries = A for activate, D for deactivate, CF change from, CT change to) (Type entries = DO is data only for when BST furnishes splitter)				
	List the appropriate existing cable/pair name/range(s) that is to be used for line sharing/splitting so it can be recorded in the COSMOS/SWITCH GF/ME inventory (Cable ID must indicate P for Physical or V for Virtual; Pair Range must be inconsecutive ranges in multiples of 8 or 24)				
	Action	Type		From	To
	<input type="text"/>	<input type="text"/>	Cable ID <input type="text"/>	Pair Range <input type="text"/>	to <input type="text"/>
	<input type="text"/>	<input type="text"/>	Cable ID <input type="text"/>	Pair Range <input type="text"/>	to <input type="text"/>
	<input type="text"/>	<input type="text"/>	Cable ID <input type="text"/>	Pair Range <input type="text"/>	to <input type="text"/>
	<input type="text"/>	<input type="text"/>	Cable ID <input type="text"/>	Pair Range <input type="text"/>	to <input type="text"/>
	<input type="text"/>	<input type="text"/>	Cable ID <input type="text"/>	Pair Range <input type="text"/>	to <input type="text"/>
	<input type="text"/>	<input type="text"/>	Cable ID <input type="text"/>	Pair Range <input type="text"/>	to <input type="text"/>
	<input type="text"/>	<input type="text"/>	Cable ID <input type="text"/>	Pair Range <input type="text"/>	to <input type="text"/>

For BellSouth Use: Instructions to Administrator

SWITCH coding: SPCFUNC = DAMTP, PARSE KEY = BS09, DB PARSE KEY = 1

Upper section used with BellSouth Provided Splitter // Lower section used with DLEC Provided Splitter

Lines to Activate/Deactivate/Change:

DLEC Owned Splitter		Check this row if requesting cable pair ACTION associated with DLEC provided splitter				
DLEC SECTION	(Action entries = A for activate, D for deactivate, CF change from, CT change to) (Type entries = DV is data and voice and VO is voice only and are used in SETS when the DLEC furnishes the splitter)					
	List the appropriate existing cable/pair name/range(s) that is to be used for line sharing/splitting so it can be recorded in the COSMOS/SWITCH GF/ME inventory (Cable ID must indicate P for Physical or V for Virtual; Pair Range must be inconsecutive ranges in multiples of 8 or 24)					
	Action	Type		From	To	Qty ULSDG*
	<input type="text"/>	DV	Cable ID <input type="text"/>	Pair Range <input type="text"/>	<input type="text"/>	<input type="text" value="1"/>
	<input type="text"/>	VO	Cable ID <input type="text"/>	Pair Range <input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	DV	Cable ID <input type="text"/>	Pair Range <input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	VO	Cable ID <input type="text"/>	Pair Range <input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	DV	Cable ID <input type="text"/>	Pair Range <input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	VO	Cable ID <input type="text"/>	Pair Range <input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	VO	Cable ID <input type="text"/>	Pair Range <input type="text"/>	<input type="text"/>	<input type="text"/>

*ULSDG applies to Action Codes A, D, and CT for SETS of Type DV and VO per LSOD. ULSDG does not apply to CF
DO NOT populate "Qty ULSDG" - this Cell is reserved for BellSouth use only.

For BellSouth Use: Instructions to Administrator

Type =DV, SWITCH/COSMOS RMKS should read DATA&VOICE SWITCH coding: SPCFUNC=DAMTP, PARSE KEY=BS09, DB PARSE KEY=I
Type=VO, SWITCH/COSMOS RMKS should read VOICEONLY SWITCH coding: SPCFUNC=SPL75, PARSE KEY=BS09, DB PARSE KEY=I

NOTE: The CRSG will notify the originating C/DLEC by email that COSMOS/SWITCH has been updated with the cable pair Type & Range as specified by the C/DLEC.

Remarks:

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

LINE SPLITTER ORDERING DOCUMENT

(form last revised 10/10/01)

BellSouth Tracking #

Customer PON #

Page #

Version #

PART IC - DISCONNECT

Company Name:

Order Information for Disconnect Existing Splitter System Capacity

Desired Due Date:

ACTL:

List the system(s) to disconnect, use additional pages if necessary:
(complete data is required in order to stop billing).

NOTE: Systems may only be disconnected in the quantity ordered.

Specific system data (take from original FOC document & splitter Notification Document)

	Qty	Size	Qty	Size	Qty	Size
System Size		8		24		96
Splitter Assignment From:						
Splitter Assignment To:						

	Qty	Size	Qty	Size	Qty	Size
System Size		8		24		96
Splitter Assignment From:						
Splitter Assignment To:						

	Qty	Size	Qty	Size	Qty	Size
System Size		8		24		96
Splitter Assignment From:						
Splitter Assignment To:						

	Qty	Size	Qty	Size	Qty	Size
System Size		8		24		96
Splitter Assignment From:						
Splitter Assignment To:						

	Qty	Size	Qty	Size	Qty	Size
System Size		8		24		96
Splitter Assignment From:						
Splitter Assignment To:						

	Qty	Size	Qty	Size	Qty	Size
System Size		8		24		96
Splitter Assignment From:						
Splitter Assignment To:						

Remarks:

LINE SPLITTER ORDERING DOCUMENT

(form last revised 10/10/01)

BellSouth Tracking #

Customer PON #

Page #

Version #

PART II -CCM RESPONSE

Network CCM Response Section

(response to CRSG/Account Team required for new splitter orders only)

Date received from CRSG/Account Team Originator:

Date CCM Response Needed:

Date response submitted to CRSG/Account Team Originator:

Company Name:

ACTL:

Desired Due Date:

Network CCM Contact Name

Address

City

State

Telephone Number

Fax Number

Zip Code

Equipment installation **can** be completed
to handle the entire order at one time and will be available on:

Note: CCM proceeds with order process

(OR)

Equipment installation **cannot** be completed to handle the entire
order at one time - the following dates will apply (use additional line if required)

Qty	Size		Date
		line system(s) available on:	
		line system(s) available on:	
		line system(s) available on:	
		line system(s) available on:	
		line system(s) available on:	
		line system(s) available on:	
		line system(s) available on:	

Note: CCM does not proceed with order process until receipt of CRSG clarification

Remarks:

LINE SPLITTER ORDERING DOCUMENT

(form last revised 10/10/01)

Splitter Assignment Notification Form

LINE SHARING SPLITTER ASSIGNMENT NOTIFICATION TO CUSTOMER (CRSG) email to CRSG UNE /m5,mail5a

BellSouth Tracking #	<input type="text"/>	Version #	<input type="text"/>
Customer PON #	<input type="text"/>	Company Name:	<input type="text"/>
ACTL:	<input type="text"/>	SWITCH WC	<input type="text"/>
		COSMOS WC	<input type="text"/>
		NPA/NXX	<input type="text"/>
Network CCM Contact Name	<input type="text"/>		
Telephone Number	<input type="text"/>		
Date sent to CRSG	<input type="text"/>		

SPLITTER ACTIVITY

ACT CODE	SPLITTER NAME FIRST CIRCUIT	SPLITTER NAME LAST CIRCUIT	FRAME NAME	FRAME BLOCKS	SYSTEM SIZE (CCM lv blank)

ACT CODE: CF=Change From, CT=Change To, A=Add, D=remove from database (splitter being removed)

SWITCH coding: SPCFUNC=SPLT, PARSE KEY=SPL, DB PARSE KEY=5 (**Siecor 4 Ports/Card Splitters**)

SWITCH coding: SPCFUNC=SPLT, PARSE KEY=SPLB, DB PARSE KEY=aaaa (**Mphase 8 Ports/Card Splitters**)

REMARKS:

EXHIBIT TGW - 4

Job Aid For Loop Qualification System (LQS)

BellSouth's Loop Qualification System (LQS) was originally created as a "Quick Check" Yes/No loop qualification tool for BellSouth's internal use and for ISPs reselling the BellSouth Industrial Class ADSL service. Since that time, LQS is available to any CLEC via the appropriate interconnection agreement amendment. The information contained in LQS is derived from the Loop Engineering Assignment Data (LEAD) database, a once-per-month-per-wire-center "snapshot" of the information contained in the Loop Facilities Assignment and Control System (LFACS) database. (1/30th of all wire centers is updated every day.) LQS provides a "best effort" response regarding a loop's ability to support ADSL service. LQS is not guaranteed (currently, we have an approximate 90% accuracy rate on positive responses). Guaranteed service, or BellSouth's Business Class ADSL, does not utilize LQS (a manual Service Inquiry and subsequent manual Loop Makeup is performed for exact Loop Makeup information).

This job aid, along with the information found at <http://lqs.bellsouth.com> is intended to support the use of LQS by the CLEC community. By understanding some of the proactive logic behind LQS and by defining the output codes, this guide should enable the CLEC to gain some value from LQS.

LQS returns information based on input of a BellSouth telephone number. When LQS first returns a response on a phone number, the external reason is shown. By hitting the pull-down arrow on the response line, the user may also view the internal reason code.

The following table shows the possible positive responses from LQS:

External Reason Codes	Internal Reason Codes
A, C	IQ1, Copper-qualified loop IQ2, PairGain loop qualified with copper-qualified cross-box (requires cut-over) IQ3, PairGain loop qualified through BellSouth Remote DSLAM. CAUTION: See note below for this code. IQ4, PairGain loop qualified through BellSouth mini-RAM. CAUTION: See note below for this code. IQ6, F1 Loaded loop qualified with copper-qualified cross-box (requires cut-over) IQ7, Loop currently has ADSL
A, F	IQ5, Qualified through CMS update IQ8, Qualified through LL Update
P, C, Date	Planned for service on Copper
P, F, Date	Planned for Service on Fiber (IQ5, Qualified through CMS update)

The Internal Reason Codes are explained on the next page.

The following is an explanation of the Internal Reason Codes:

IQ1, Copper-qualified loop

- This copper loop does qualify for ADSL service.

IQ2, PairGain loop qualified through copper-qualified cross-box

- This customer is currently served via Digital Loop Carrier that will not support ADSL service. However, records indicate 10 or more qualified copper pairs do exist at the cross-box. A Facility Reservation Number (FRN) must be obtained by the CLEC in order to move the customer to an unloaded copper pair suitable for Line Sharing.

IQ3 and IQ4, Qualified through Remote Solution

- This response code means that BellSouth has an existing remote solution (Remote DSLAM or mini-ram) available in the RT in which this customer gets their voice service.

NOTE: Due to the proactive logic in LQS, this code does mask any other codes about the loop currently serving the customer. The only valid assumption would be that the F2 portion of this customer loop is qualified for an ADSL-type of service.

IQ5, Qualified through CMS Update

- This response code means that BellSouth has an existing or planned IFITL remote solution serving this customer.

IQ6, F1 Loaded loop qualified through copper-qualified cross-box

- This customer is currently served via a loaded copper pair that will not support ADSL service. However, records indicate 10 or more qualified unloaded copper pairs do exist at the cross-box. A Facility Reservation Number (FRN) must be obtained by the CLEC in order to move the customer to an unloaded copper pair suitable for Line Sharing.

IQ7, Loop currently has ADSL

- This customer currently has BellSouth ADSL service.

IQ8, Qualified through LL Update

- This response code means that BellSouth has an existing IFITL remote solution serving this customer which is capable of carrying ADSL service.

The following chart shows the available external and internal reason codes from LQS when a loop is not qualified:

External Reason Codes	Internal Reason Codes
E0 – Request ignored – file size limit	Same
E1 – Syntax error in phone number	Same
E2 – Service is not available for this phone number	I1: Copper loop with RZ>13 I2: Copper loop is loaded I3: Copper loop has DAML I5: Taper code is a dead zone I6: Loop has DAML I7: FN is loaded I9: Terminal CZ > 9 I10: Existing service category not compatible I11: Phone number is foreign exchange I12: Taper code exceeds distance limit (F1+F2=Total) I13: NPA-NXX is not found
E3 – Loop currently unqualified. Please try again later	I4: Pair gain loop with no Remote DSLAM I8: Wire center not DSLAM-equipped
E4 – No longer used	Same
E5 – No longer used	Same
E6 – Loop is not found. Please try again later.	Same

Listed on the following page are explanations of why you might receive the error codes above.

Explanations why the error codes may be returned:

E2 - "Service is not available for this phone number"

- Internal codes I1, I9 and I12
 - The loop is too long to support ADSL.
I1: overall loop resistance > 1300Ω.
I9: Carrier Zone > 900Ω.
I12: CO to X-box distance + Average distance of taper code pair to X-box > 18 kf.
I12 Example: Taper code exceeds distance limit (13.27+6.1=19.37).
In this example: F1 length is 13.27 kf; Average length of taper code pair is 6.1 kf;
Total is 19.37 kf.
- Internal codes I2 and I7
 - The loop contains one or more load coils.
- Internal codes I3 and I6
 - The phone number is on a Digital Added Main Line (DAML).
- Internal code I5
 - The customer falls within a known "dead" zone, an area flagged by maintenance personnel where ADSL is known not to work.
- Internal code I10
 - The line is not POTS or plain Centrex.
- Internal code I11
 - The phone number is an FX/FCO line.
- Internal code I13
 - The NPA-NXX belongs to one customer (e.g. a University) and all numbers in the range are PBX DID or Primary Rate ISDN numbers, OR
 - The NPA-NXX belongs to a CLEC.

E3 - "Loop currently unqualified. Please try again later"

- Internal code I4
 - The loop is behind a digital loop carrier system.
- Internal code I8
 - This central office is not equipped with a BellSouth DSLAM.

E6 - "Loop is not found. Please try again later."

- The phone number is on an ISDN line.
- The phone number is newly installed and not yet in LQS.
- The phone number is a direct inward dialing number (DID) behind a PBX.
- The phone number is served via Primary Rate ISDN.
- The phone number may belong to a facilities-based CLEC and is outside of BellSouth's network.

Important notes on the logic behind LQS:

LQS stops the search and logic routines when it finds the first error condition and reports that error code. It does not continue and find all possible error codes.

The following list shows the error checking sequence used by LQS:

<u>Item</u>	<u>Output upon Error Found</u>
1) Check for proper input.	E1: Syntax error in phone number
2) Check for existence of NPA-NXX	E2: Service not available/ I13: NPA-NXX not found
3) Check for existence of loop in database	E6: Loop not found. Please try 24 hours later.
4) Check for FX Service	E2: Service not available/ I11: Foreign Exchange
5) Check for incompatible services	E2: Service not available/ I10: Existing Service category not compatible
6) Check if Remote Solution exists: If Remote Solution exists, then check copper F2 for:	
a) Loading	E2: Service not available/ I7: FN is loaded
b) Presence of DAML	E2: Service not available/ I6: Loop has DAML
c) Carrier Zone > 900 Ω	E2: Service not available/ I9: Terminal CZ>9
If NO remote solution exists: Check for copper, then DLC.	
7) Check for loaded copper pair	E2: Service not available/ I2: Copper loop is loaded
8) Check for DAML presence	E2: Service not available/ I3: Copper loop has DAML
9) Check for RZ code	E2: Service not available/ I1: Copper loop RZ>13
10) Check for DLC presence	E3: Loop currently unqualified, please try again later /I4: PairGain loop with no Remote DSLAM

continued on next page

The following list shows the error checking sequence used by LQS:

<u>Item</u>	<u>Output upon Error Found</u>
11) Check taper code for dead zone	E2: Service not available/ I5: Taper code is dead zone
12) Check taper code length	E2: Service not available/ I12: Taper code distance
13) Check for BellSouth DSLAM	E3: Loop currently unqualified/ I8: Wire center not DSLAM-equipped
(End of logic)	

Since LQS performs the check for the presence of a BellSouth DSLAM last, if LQS shows the error "The central office is not equipped with ADSL", the loop can be assumed, but not guaranteed, to be qualified.

If LQS finds the existence of a BellSouth Remote Solution, most of the data about the loop is ignored except for F2 qualifications. Therefore, if LQS shows the response "Qualified Through Remote Solution", only the F2 portion of the loop can be assumed to be qualified. Typically, these serving arrangements will not have copper pairs available. A Manual Loop Makeup needs to be requested in these situations to determine if any copper pairs exist at the remote terminal site.

General Note on LQS:

Numbers not having an LFACS cable pair assignment, such as the phone in a Collocation space, will not show up in LQS.

EXHIBIT TGW - 5

BBRLO – Line Sharing Orders



BellSouth Business Rules for Local Ordering - OSS99 (90)

3.12 Unbundled (CO Based) Line Share

DLEC OWNED

3.12.1 Description

UNE CO Based Line Share is a UNE offering intended to allow DLEC/CLECs access to the upper spectrum or the high frequency portion of a 2-wire copper loop for xDSL services, a.k.a. data. BellSouth will continue to be the provider of the lower spectrum or low frequency portion of the loop for analog services, a.k.a. voice. Line Share is a UNE offering that enables the DLEC/CLEC to provide xDSL-based services for the end user customer over the same copper loop that BellSouth provides the end user's voice service.

3.12.2 Ordering Form

The following chart illustrates the required, conditional and optional forms for ordering this service. Detailed information will follow to assist you in filling out each of these forms/screens.

	Forms/Screens											
REQTYP / SERVICE TYPE	SI	LSR	Hunting	EU	DL	DSCR	RS	DRS	PS	NP	LS	LSNP
A Line Share DLEC Owned	C	R		R							R	

R = Required C = Conditional O = optional

3.12.2.1 Completing the LSR and EU Forms/Screens

The Required, Conditional, and Optional (R/C/O) fields on the LSR and EU forms will be given for every valid REQTYP/ACT combination in the **REQTYP / ACT Combination** Section.

The following chart shows all of the valid account level activities for this requisition type.

ACTIVITY TYPE

	(ACCOUNT LEVEL)												
REQTYP	N	C	D	T	R	V	S	B	W	L	Y	P	Q
A - Line Share DLEC Owned	X	X	X			X						X	X

Note: " X " denotes valid account level activities. A blank entry indicates a non-valid account level activity.

Account level activities (ACT) apply to the entire account. The ACTs are defined below:

- ? **N** = New installation and/or account (manual)
- ? **C** = New installation and/or account (electronic)
- ? **C** = Change an existing account (e.g., Rearrangement, Partial disconnect, or addition)
- ? **D** = Disconnection
- ? **T** = Outside move of end user location
- ? **R** = Record activity is for ordering administrative changes
- ? **V** = Full Conversion of service **as specified** to new Local Service Provider (LSP)
- ? **S** = Seasonal suspend or restore denied account
- ? **W** = Full Conversion of service **as is**
- ? **L** = Seasonal suspension **full** account
- ? **Y** = Deny (non-payment)
- ? **P** = Conversion of service **as specified**: Partial Migration - Initial
- ? **Q** = Conversion of service **as specified**: Partial Migration - Subsequent

3.12.2.2 Completing the LS Form

The Loop Service (LS) form may be required or invalid depending on the account level activity. Each account level activity has valid Line Level Activities (LNAs). These LNAs determine how, or if, the LS form should be populated.

Line level activities (LNA) apply to the specified line only. The valid LNAs are listed below:

- N** = New Installation (e.g., new line or additional line)
- C** = Change or Modification to an Existing Line
- D** = Disconnection
- G** = Conversion or Migration to new LSP **as specified** (specify ALL FEATURES requested for conversion service).
- X** = Telephone Number Change
- V** = Conversion or Migration to new LSP **as specified** (specify only those changes from existing service).
- W** = Conversion or Migration **as is**
- P** = PIC Change

L = Seasonal Suspend

B = Restore

The following chart gives the valid LNAs for each account level activity (ACT) and the associated LS form usage.

If ACT is:	Then LNA is	And LS form/screen is:
N	N	Required
C	N, C or D	Required
D	D	Required
V	N, D or V	Required
P	N, D or V	Required
Q	N, D or V	Required

The RCO fields for the Loop Service (LS) form are listed according to the Line Level Activity (LNA) in the **LNA Tables** Section .

3.12.3 REQ TYP / ACT Combinations REQ TYP A: Unbundled (CO Based) Line Share

DLEC OWNED

The following charts show the Required, Conditional and Optional (R/C/O) fields on the LSR and EU forms for the valid REQ TYP /ACT combinations. LSR and EU forms for a valid REQ TYP/ACT combination are paired together. Furthermore, the charts are organized by ACT and then Designed vs. Non-Designed within the ACT. Each chart will have a heading describing the REQ TYP/ACT combination and Designed / NON-Designed status to which that chart is applicable. All unmentioned fields are either invalid, not applicable or prohibited. Populating any other fields may result in a fatal reject or a clarification of the service request. Please note the following codes:

- Mandatory entries are indicated by quotation marks ("xxx").
- Optional fields marked with an asterisk (*) force at least one of the conditional fields to become required when populated.
- Fields used only for manual orders are followed by (m).
- Fields used only for electronic orders are followed by (e).

See the **Data Element Dictionary** Section for additional information on each of the fields listed below.

3.12.3.1 REQ TYP A / ACT N (*manual only*)

LSR REQ TYP A / ACT N Line Share

DLEC Owned		
Required	Conditional	Optional
CCNA (m)	VER (m)	EXP (m)
PON (m)	SUP (m)	RPON (m)
AN (m)	CUST (m)	RORD (m)
PG_OF_ (m)	PROJECT (m)	IMPCON- PAGER (m)
SC = " LCSC " (m)		ALTIMPCON (m)
D/SENT (m)		ALTIMPCON-TEL NO. (m)
DDD (m)		
REQTYP = "AB " (m)		
ACT = " N " (m)		
CC (m)		
ACTL (m)		
LSO (m)		
TOS = ' R ' in 2nd character (m)		
NC = " SWXX" (m)		
NCI = " 02QB5.005" (m)		
SECNCI " 02DU5.005" (m)		
CIC (m)		
BAN1 (m)		
ACNA (m)		
INIT (m)		
INIT-TEL NO. (m)		
INIT-FAX NO. (m)		
IMPCON (m)		
IMPCON-TEL NO. (m)		
REMARKS (m)		

" " = mandatory entry; * = when this optional field is populated, it forces at least one of the conditional fields to become REQUIRED; (m) = for manual ordering only; (e) = for electronic ordering only

EU REQ TYP A / ACT N Line Share DLEC Owned		
Required	Conditional	Optional
PON (m)	VER (m)	LCON-NAME (m)
AN (m)	SASF (m)	LCON-TEL NO. (m)
PG_OF_ (m)	SASD (m)	
EU-NAME (m)	SATH (m)	
SANO or SADLO (m)		
SASN (m)		
EU-CITY (m)		
EU-STATE (m)		
EU-ZIP CODE (m)		
LOCNUM (m)		

" " = mandatory entry; * = when this optional field is populated, it forces at least one of the conditional fields to become REQUIRED; (m) = for manual ordering only; (e) = for electronic ordering only

3.12.3.2 REQ TYP A / ACT C

LSR REQ TYP A / ACT C Line Share DLEC Owned		
Required	Conditional	Optional
CCNA (m)	VER (m)	EXP (m)
PON (m)	SUP (m)	RPON (m)
AN (m)	CUST (m)	RORD (m)
PG_OF_ (m)	PROJECT (m)	IMP CON- PAGER (m)
SC = " LCSC " (m)		ALTIMP CON (m)
D/SENT (m)		ALTIMP CON-TEL NO. (m)
DDD (m)		
REQ TYP = "AB " (m)		

ACT = " C " (m)		
CC (m)		
ACTL (m)		
LSO (m)		
TOS = ' R ' in 2nd character (m)		
NC = " SWXX" (m)		
NCI = " 02QB5.005" (m)		
SECNCI " 02DU5.005" (m)		
CIC (m)		
BAN1 (m)		
ACNA (m)		
INIT (m)		
INIT-TEL NO. (m)		
INIT-FAX NO. (m)		
IMPCON (m)		
IMPCON-TEL NO. (m)		
REMARKS (m)		

" " = mandatory entry; * = when this optional field is populated, it forces at least one of the conditional fields to become REQUIRED; (m) = for manual ordering only; (e) = for electronic ordering only

EU REQ TYP A / ACT N Line Share DLEC Owned		
Required	Conditional	Optional
PON (m)	VER (m)	LCON-NAME (m)
AN (m)		LCON-TEL NO. (m)
PG_OF_ (m)		
EU-NAME (m)		

" " = mandatory entry; * = when this optional field is populated, it forces at least one of the conditional fields to become REQUIRED; (m) = for manual ordering only; (e) = for electronic ordering only

3.12.3.3 REQ TYP A / ACT D

LSR REQ TYP A / ACT D Line Share DLEC Owned		
Required	Conditional	Optional
CCNA (m)	VER (m)	RPON (m)
PON (m)	SUP (m)	IMPCON- PAGER (m)
AN (m)	CUST (m)	
PG_OF_ (m)	PROJECT (m)	
SC = " LCSC " (m)		
D/SENT (m)		
DDD (m)		
REQ TYP = "AB " (m)		
ACT = " D " (m)		
CC (m)		
ACTL (m)		
LSO (m)		
TOS = ' R ' in 2nd character (m)		
NC = " SWXX " (m)		
CIC (m)		
BAN1 (m)		
ACNA (m)		
INIT (m)		
INIT-TEL NO. (m)		
INIT-FAX NO. (m)		
IMPCON (m)		
IMPCON-TEL NO. (m)		

" " = mandatory entry; * = when this optional field is populated, it forces at least one of the conditional fields to become REQUIRED; (m) = for manual ordering only; (e) = for electronic ordering only

EU REQ TYP A / ACT D Line Share DLEC Owned		
Required	Conditional	Optional
PON (m)	VER (m)	
AN (m)		
PG_OF_ (m)		
EU-NAME (m)		

" " = mandatory entry; * = when this optional field is populated, it forces at least one of the conditional fields to become REQUIRED; (m) = for manual ordering only; (e) = for electronic ordering only

3.12.3.4 REQ TYP A / ACT V

LSR REQ TYP A / ACT V Line Share DLEC Owned		
Required	Conditional	Optional
CCNA (m)	VER (m)	EXP (m)
PON (m)	SUP (m)	RPON (m)
AN (m)	CUST (m)	RORD (m)
PG_OF_ (m)	PROJECT (m)	IMPCON- PAGER (m)
SC = " LCSC " (m)		ALTIMPCON (m)
D/SENT (m)		ALTIMPCON-TEL NO. (m)
DDD (m)		
REQ TYP = "AB " (m)		
ACT = " V " (m)		
CC (m)		
ACTL (m)		
LSO (m)		
TOS = ' R ' in 2nd character (m)		
NC = " SWXX" (m)		
NCI = " 02QB5.005" (m)		

SECNCI " 02DU5.005" (m)		
CIC (m)		
BAN1 (m)		
ACNA (m)		
INIT (m)		
INIT-TEL NO. (m)		
INIT-FAX NO. (m)		
IMPCON (m)		
IMPCON-TEL NO. (m)		
REMARKS (m)		

" " = mandatory entry; * = when this optional field is populated, it forces at least one of the conditional fields to become REQUIRED; (m) = for manual ordering only; (e) = for electronic ordering only

LSR REQ TYP A / ACT V Line Share DLEC Owned		
Required	Conditional	Optional
PON (m)	VER (m)	LCON-NAME (m)
AN (m)		LCON-TEL NO. (m)
PG_OF_ (m)		
EU-NAME (m)		

" " = mandatory entry; * = when this optional field is populated, it forces at least one of the conditional fields to become REQUIRED; (m) = for manual ordering only; (e) = for electronic ordering only

3.12.3.5 REQ TYP A / ACT P

LSR REQ TYP A / ACT P Line Share DLEC Owned		
Required	Conditional	Optional
CCNA (m)	VER (m)	EXP (m)
PON (m)	SUP (m)	RPON (m)
AN (m)	CUST (m)	RORD (m)

PG_OF_ (m)	PROJECT (m)	IMPCON- PAGER (m)
SC = " LCSC " (m)		ALTIMPCON (m)
D/SENT (m)		ALTIMPCON-TEL NO. (m)
DDD (m)		
REQTYP = "AB " (m)		
ACT = " P " (m)		
CC (m)		
ACTL (m)		
LSO (m)		
TOS = ' R ' in 2nd character (m)		
NC = " SWXX" (m)		
NCI = " 02QB5.005" (m)		
SECNCI " 02DU5.005" (m)		
CIC (m)		
BAN1 (m)		
ACNA (m)		
INIT (m)		
INIT-TEL NO. (m)		
INIT-FAX NO. (m)		
IMPCON (m)		
IMPCON-TEL NO. (m)		
REMARKS (m)		

" " = mandatory entry; * = when this optional field is populated, it forces at least one of the conditional fields to become REQUIRED; (m) = for manual ordering only; (e) = for electronic ordering only

EU REQ TYP A / ACT P Line Share DLEC Owned		
Required	Conditional	Optional
PON (m)	VER (m)	LCON-NAME (m)
AN (m)		LCON-TEL NO. (m)

PG_OF_ (m)		
EU-NAME (m)		

" " = mandatory entry; * = when this optional field is populated, it forces at least one of the conditional fields to become REQUIRED; (m) = for manual ordering only; (e) = for electronic ordering only

3.12.3.6 REQ TYP A / ACT Q

LSR REQ TYP A / ACT Q Line Share DLEC Owned		
Required	Conditional	Optional
CCNA (m)	VER (m)	EXP (m)
PON (m)	SUP (m)	RPON (m)
AN (m)	CUST (m)	RORD (m)
PG_OF_ (m)	PROJECT (m)	IMPCON- PAGER (m)
SC = " LCSC " (m)		ALTIMPCON (m)
D/SENT (m)		ALTIMPCON-TEL NO. (m)
DDD (m)		
REQ TYP = "AB " (m)		
ACT = " Q " (m)		
CC (m)		
ACTL (m)		
LSO (m)		
TOS = ' R ' in 2nd character (m)		
NC = " SWXX" (m)		
NCI = " 02QB5.005" (m)		
SECNCI " 02DU5.005" (m)		
CIC (m)		
BAN1 (m)		
ACNA (m)		
INIT (m)		

INIT-TEL NO. (m)		
INIT-FAX NO. (m)		
IMPCON (m)		
IMPCON-TEL NO. (m)		
REMARKS (m)		

" " = mandatory entry; * = when this optional field is populated, it forces at least one of the conditional fields to become REQUIRED; (m) = for manual ordering only; (e) = for electronic ordering only

EU REQ TYP A / ACT Q Line Share DLEC Owned		
Required	Conditional	Optional
PON (m)	VER (m)	LCON-NAME (m)
AN (m)		LCON-TEL NO. (m)
PG_OF_ (m)		
EU-NAME (m)		

" " = mandatory entry; * = when this optional field is populated, it forces at least one of the conditional fields to become REQUIRED; (m) = for manual ordering only; (e) = for electronic ordering only

3.12.4 LNA Tables for REQ TYP A: Unbundled (CO Based) Line Share

DLEC OWNED

The following charts show the Required, Conditional and Optional (R/C/O) fields for the LS form/screen for the valid Line Level Activities (LNAs). The following charts are organized by type of loop (please refer to the section on **Types of Loops** for additional information on the types of loops), and then by the valid LNAs within each type of loop. Each chart will have a heading describing the type of loop and LNA to which that chart applies. Please refer to the **Completing the LS Form** Section for a listing of the valid LNAs for each account level activity. All unmentioned fields are either invalid, not applicable or prohibited. Populating any other fields may result in a fatal reject or a clarification of the service request. Please note the following codes:

- Mandatory entries are indicated by quotation marks ("xxx").
- Optional fields marked with an asterisk (*) force at least one of the conditional fields to become required when populated.
- Fields used only for manual orders are followed by (m).

- Fields used only for electronic orders are followed by (e).

See the **Data Element Dictionary** Section for additional information on each of the fields listed below.

3.12.4.1 LNA = N

LNA = N -- Line Share DLEC Owned		
Required	Conditional	Optional
PON (m)	VER (m)	
AN (m)		
LQTY (m)		
LNUM (m)		
PG_OF_ (m)		
LNA = " N " (m)		
CABLE ID (m)		
CHAN/PAIR = 4 A/N only (m)		
LTN = NPA-NXX - LINE (m)		
RELAY RACK = 8 A/N (m)		
SHELF = 2 N only (m)		
SLOT = 3 N only (represents slot & line) (m)		
LEAN = "SLTN" (m)		
LEATN (m)		

" " = mandatory entry; * = when this optional field is populated, it forces at least one of the conditional fields to become REQUIRED; (m) = for manual ordering only; (e) = for electronic ordering only

3.12.4.2 LNA = C

LNA = C -- Line Share DLEC Owned		
Required	Conditional	Optional
PON (m)	VER (m)	

AN (m)		
LQTY (m)		
PG_OF_ (m)		
LNUM (m)		
LNA = " C " (m)		
CABLE ID (m)		
CHAN/PAIR = 4 A/N only (m)		
ECCKT (m)		
RELAY RACK = 8 A/N (m)		
SHELF = 2 N only (m)		
SLOT = 3 N only (represents slot & line) (m)		
LEAN = "SLTN" (m)		
LEATN (m)		

" " = mandatory entry; * = when this optional field is populated, it forces at least one of the conditional fields to become REQUIRED; (m) = for manual ordering only; (e) = for electronic ordering only

3.12.4.3 LNA = D

LNA = D -- Line Share DLEC Owned		
Required	Conditional	Optional
PON (m)	VER (m)	
AN (m)		
LQTY (m)		
PG_OF_ (m)		
LNUM (m)		
LNA = " D " (m)		
ECCKT (m)		
SLTN = NPA-NXX - LINE (m)		
LEAN = "SLTN" (m)		

LEATN (m)		
-----------	--	--

" " = mandatory entry; * = when this optional field is populated, it forces at least one of the conditional fields to become REQUIRED; (m) = for manual ordering only; (e) = for electronic ordering only

3.12.4.4 LNA = V

LNA = V -- Line Share DLEC Owned		
Required	Conditional	Optional
PON (m)	VER (m)	
AN (m)		
LQTY (m)		
LNUM (m)		
PG_OF_ (m)		
LNA = " V " (m)		
CABLE ID (m)		
CHAN/PAIR = 4 A/N only (m)		
RELAY RACK = 8 A/N (m)		
SHELF = 2 N only (m)		
SLOT = 3 N only (represents slot & line) (m)		
SLTN = NPA-NXX - LINE (m)		
LEAN = "SLTN" (m)		
LEATN (m)		
RESID (m)		

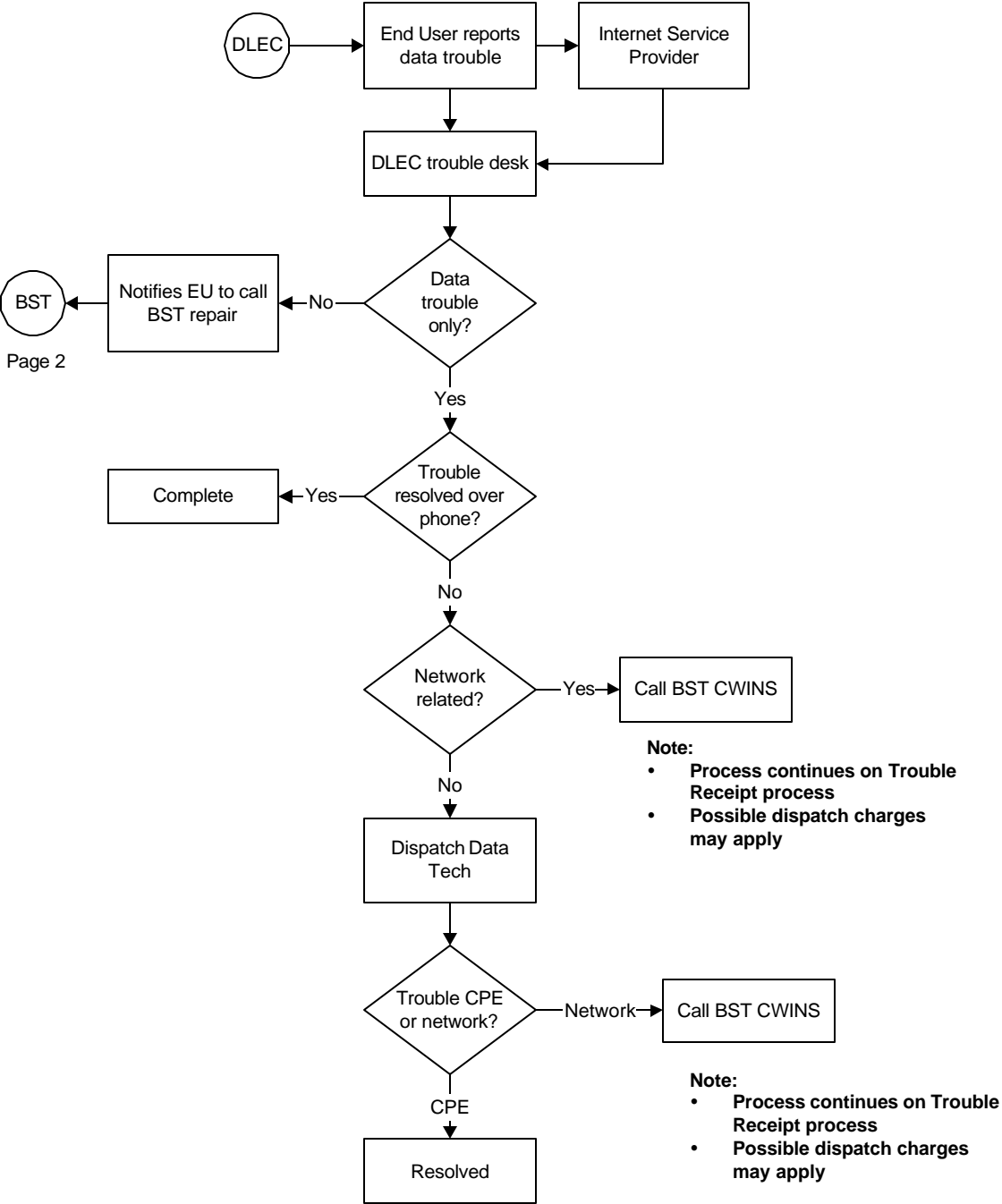
" " = mandatory entry; * = when this optional field is populated, it forces at least one of the conditional fields to become REQUIRED; (m) = for manual ordering only; (e) = for electronic ordering only



EXHIBIT TGW - 6

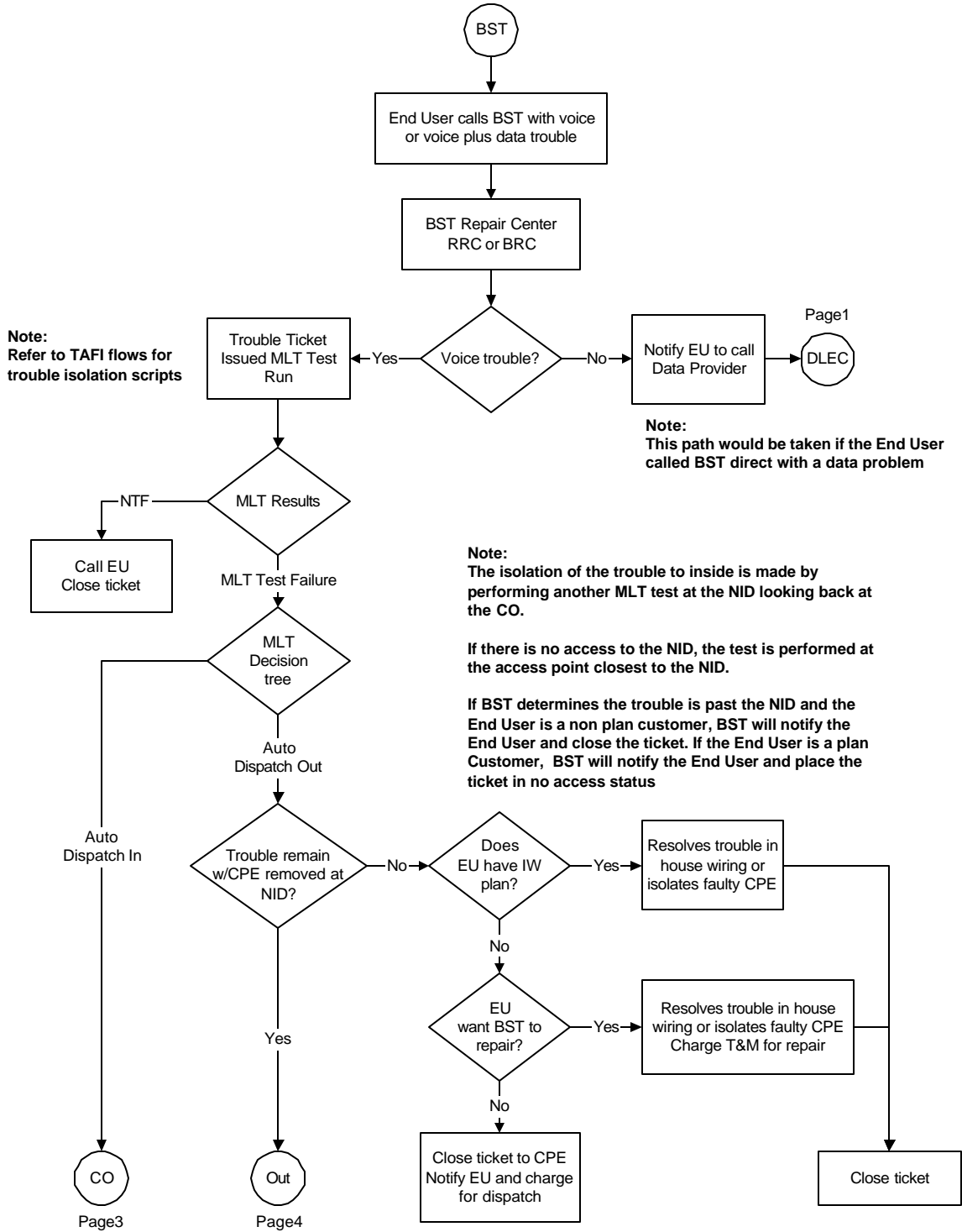
Line Sharing Maintenance Flow – Voice and Data Troubles

CO-BST Line Sharing Maintenance Flow (Voice Trouble)
Revision 11
Page 1 of 5
Baelined 6/14/01

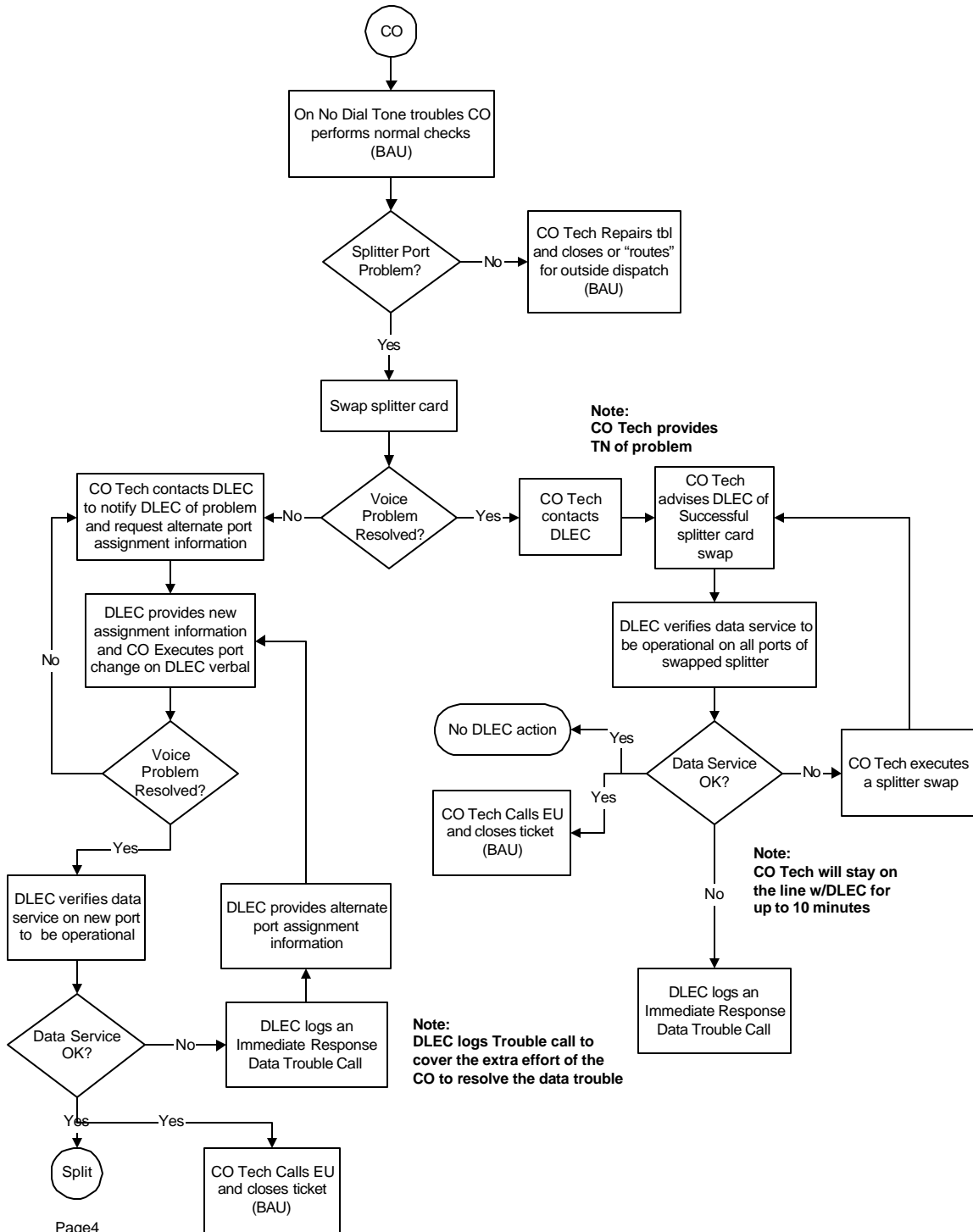


CO-BST Line Sharing Maintenance Flow (Voice Trouble)
Revision 11 6/12/01

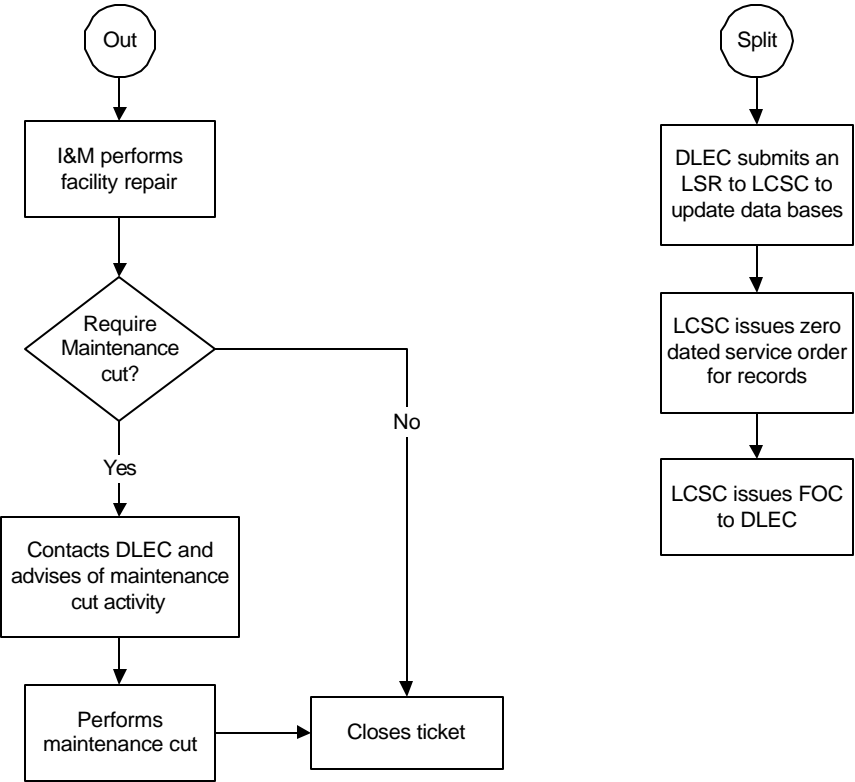
Page 2 of 5
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CO-BST Line Sharing Maintenance Flow (Voice Trouble)
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6/12/01



CO-BST Line Sharing Maintenance Flow (Voice Trouble)
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6/12/01



CO-BST Line Sharing Maintenance Flow (Voice Trouble)
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6/12/01

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TAFI FLOW

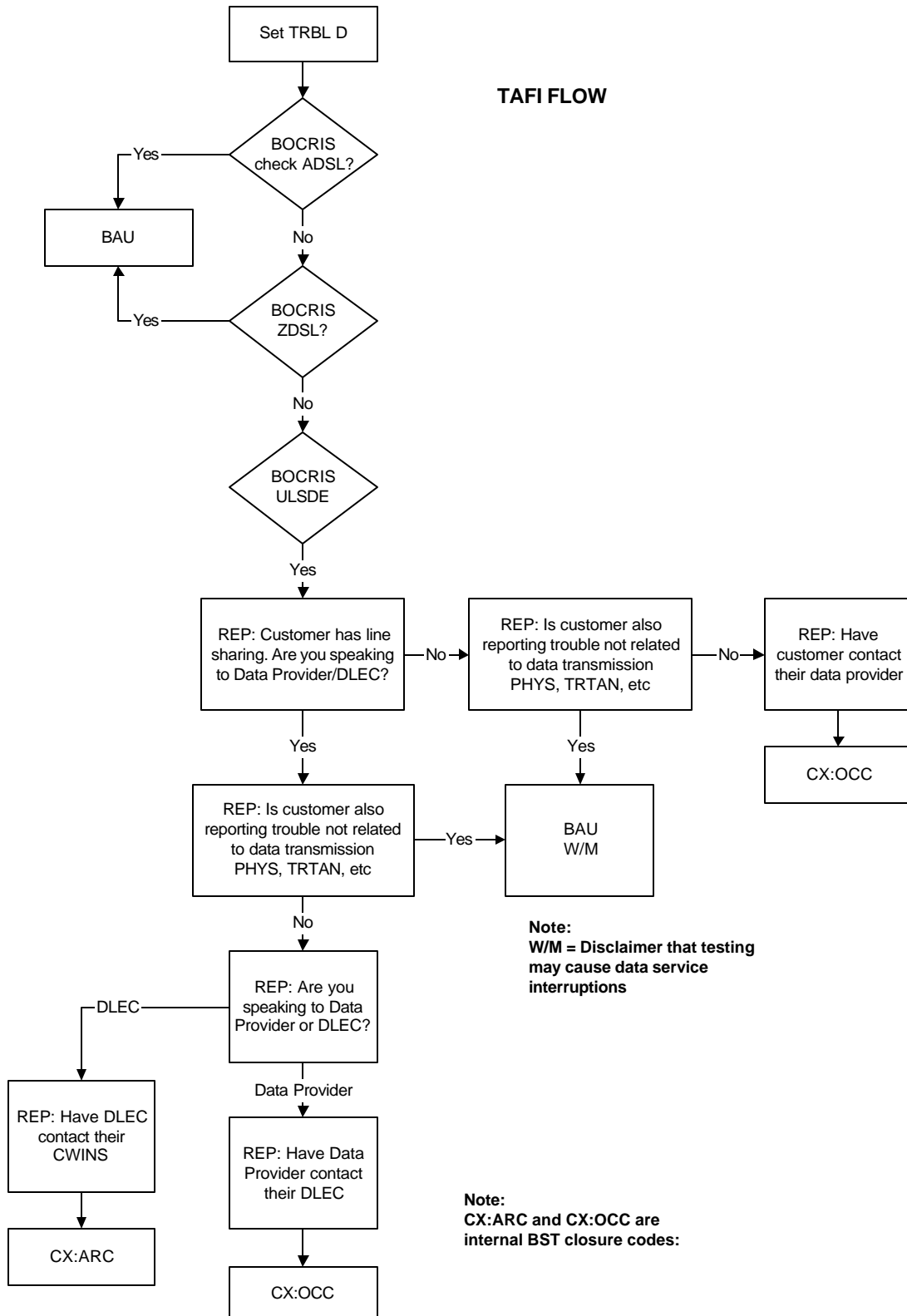


EXHIBIT TGW - 7

DLEC Access To TAFI To Report Troubles

DLEC Access to TAFI

TAFI (Trouble Administration Facilitation Interface) is the vehicle used by BellSouth and CLEC users to process their end-user trouble reports on non-designed (POTS) voice-grade services. Since the DLEC is providing high-speed data access over the same physical facilities via the Line Sharing methodology, the DLEC will be limited in TAFI to only processing Line Share Data (LSD) reports.

Note: Updates to this document, primarily to accommodate the DLEC's ability to enter a 'Vendor Meet' trouble report, are shown in bold blue text.

Given:

- (1) Should a CLEC expand the scope of their offerings and become a DLEC using line sharing (or visa-versa), the CLEC/DLEC will manage two unique TAFI user IDs: one for processing CLEC reports and a separate ID for processing DLEC reports.
- (2) The DLEC must know the area code of his end user and provide it with the circuit_id when entering a report in TAFI.
- (3) Prior to entering a LSD report via TAFI, the DLEC has confirmed with the end user that the voice service on the line shared line is working properly.

Connectivity:

The DLEC has two options for connecting to TAFI: (1) provision a LAN-LAN pipe to the nearest BellSouth POP or (2) use a modem and dial into the system via a telephone call to Atlanta. (Note: the BellSouth account team is familiar with this process as well as the process for establishing user_ids for the DLEC.)

The DLEC will access TAFI using either an X-Window terminal or a PC running Telnet protocol with VT220 terminal emulation software.

Using TAFI – Initial Report / MLT only:

- (1) Using the connectivity approach selected by each DLEC, access the TAFI processor and log in using the BellSouth provided user_id and your private password.
- (2) At the Initial Trouble Entry Window (ITEW), enter the area code and circuit_id for the customer in trouble.

Note: The ITEW is formatted for telephone number entry with an expanded NNNN area. Enter the area code in the NPA section, skip the NXX section and then enter the circuit_id without the delimiters. For example:

404 _ _ _ 38HFGJ607999

Note: The DLEC can enter the end-user's telephone number instead of the circuit_id to generate the LSD report.

- (3) TAFI provides several checks in the background to (a) confirm that Line Sharing is provided on this line (i.e., the presence of the ULSDE USOC in the CRIS S&E) and (b) that the DLEC entering the report is the 'owner' of the Line Sharing service. Ownership is determined by checking the OCN value found in the UNN1 FID in the CRIS S&E section and matching it with data in the DLEC's TAFI profile.
- (4) **Passing step (3)**, TAFI returns the telephone number on which Line Shared Data is provisioned and the DLEC is automatically taken to the **next step in processing an LSD trouble report (#5 below)**.
 - (a) If TAFI can not find the corresponding telephone number to enter the trouble report, it will return an error message stating **"No Record of LS Found"** and then the DLEC will be returned to the ITEW. This error could be caused by several things:
 - 1) The wrong area code or circuit_id value was entered. (Correct errors and re-enter).
 - 2) Line Sharing service is not deployed (i.e., the order is future dated).
 - 3) The service order to provision Line Sharing just closed and the BellSouth downstream systems (CRIS and LMOS) have not been updated yet.
 - (b) If the DLEC believes that the data service was just deployed (i.e., item 3) above), enter the trouble report using the end-user's telephone number (i.e., the TN on which LS is provisioned). TAFI will look for a pending service order to validate the presence of the ULSDE USOC and UNN1 FID.
 - 1) If a match is found, **and the service order is due "today" (or past due) and it is not in a jeopardy status**, TAFI will return the telephone number and take the DLEC to the **next step in processing an LSD trouble report (#5 below)**.
 - 2) If a match is not found, TAFI will return the error message **"No Record of LS Found"** and then the DLEC will be returned to the ITEW. At this point the DLEC must call the UNE Center for assistance.

Note: **DLECs may find it advantageous to always enter their trouble reports using the end-user's telephone number to avoid problems associated with just completed orders.**

- (c) If TAFI finds Line Sharing on the line but the DLEC entering the report is not the owner (i.e., OCN values do not match), TAFI will return the error message ***“This Account Belongs to Another Company”*** and then the DLEC will be returned to the ITEW.
- (5) The DLEC is asked the question ***“Do you wish to enter a ‘Vendor Meet’ request?”***
- (a) If the answer is “YES”, TAFI will generate the vendor meet trouble report and will automatically populate “%[DLEC] req vend mt ... ” in the narrative, enter LSD as the trouble type and populate the DLEC’s call back number (from an internal table) in the Reach number field.
 - 1) The DLEC will add specific information in the narrative field (at the ... above) describing the nature of the request (e.g., ‘at the splitter’ or ‘at sub’, etc.)
 - 2) When the DLEC hits the Enter key, TAFI will route the report to the appropriate Work Management Center (WMC) using the ‘VENDOR’ handle code.
 - (b) If the answer is “NO”, TAFI takes the DLEC to step 6 below.
- Note:** A request for a vendor meet can only be entered on an initial report. (i.e., If a trouble report exists on the end-user’s line, TAFI will begin processing at step 12 below.)
- Note:** Since the DLEC is a captive user in TAFI, the vendor meet option is provided once the system confirms the validity of the user (this DLEC is providing line sharing on this number) and before actual diagnostic work is done. In most cases the DLEC will just respond by depress the ‘N’ key and continue processing the report.
- The assumption is that a line share trouble report had been processed in the recent past and the DLEC requires joint testing to resolve a problem. Billing for this vendor meet effort (if appropriate) will be addressed outside of this TAFI interface.
- (6) The DLEC is asked the question ***“Does the end-user have trouble with his voice services – Y/N?”***
- (a) If the answer is “YES”, TAFI will prompt the DLEC saying ***“Please have your customer report his voice troubles to his service provider and, once repaired, retry his HS data connection”***. At this point TAFI will automatically cancel this report and return the DLEC to the ITEW.
 - (b) If the answer is “NO”, TAFI will automatically run a MLT test.

- 1) If the test results indicate a potential voice trouble condition (i.e., either the DLEC did not communicate step 5 accurately or the customer did not understand, etc.), TAFI will provide the DLEC with the following message: ***“While testing we found a potential voice problem on the line. Please have your customer report his voice trouble to his service provider and, once repaired, retry his HS data connection.”***.

After displaying this message for 10 seconds, TAFI will cancel the report and return the DLEC to the ITEW.

- (7) TAFI will provide the DLEC with the FECO (Front End Close Out) recommendation (since the MLT test results indicate a TOK condition). At this point the DLEC can view the MLT test results (by depressing the F? key or system prompt?).
- (8) Once the DLEC has viewed the MLT test results, he will be asked: ***“Do you wish to CANCEL this report (i.e., just running MLT test) – Y/N?”***
 - (a) A “Yes” response will cause TAFI to cancel the report and return the DLEC to the ITEW.
 - (b) A “No” response will cause TAFI to generate a LS data report and will automatically populate “%[DLEC] \$Data/Lineshare Trouble Test Continuity on [ckt_id #]” in the narrative, enter LSD as the trouble type and populate the DLEC’s call back number (from an internal table) in the Reach number field. The report will be routed PDI (to send it to the CO technician).
- (9) The DLEC can view the commitment date/time from the final screen.
- (10) Once the report is entered, the DLEC is returned to the ITEW to enter the next report.
- (11) If there are no more troubles to report, the DLEC can log off by depressing the F6 key and then depressing the Enter key.

Subsequent Reports:

Once the DLEC enters an LSD report, DLEC may wish to (a) check status, (b) add information or (c) close the report because they found the problem outside of BellSouth’s domain.

- (12) The DLEC will execute step (2) or (4b) - depending upon how long the LS service has been active. TAFI goes to initiate an LMOS report and finds that an open report exists for this end-user’s line.
 - (a) TAFI will check the pending LMOS report to see if the Trouble Type is “LSD”.
 - 1) If the Trouble Type is **not** LSD (indicating that the end-user has reported a problem with his voice service), TAFI will display the current status of the pending report and will return the following message: ***“A voice report exists for this line. Please have your customer check his HS data after this voice related trouble is cleared.”***

- 2) After displaying this message for 10 seconds, TAFI will cancel this DLEC entry and return the DLEC to the ITEW.
- (b) The Trouble Type is LSD, TAFI will confirm that the DLEC is the owner of the LSD.
 - 1) If DLEC is not the owner of the LSD, TAFI will display ***“This Account Belongs to Another Company”***.
 - 2) After displaying this message for 10 seconds, TAFI will cancel this DLEC entry and return the DLEC to the ITEW.
- (c) DLEC is the owner - TAFI will display the current status of the pending report and will ask ***“Do you wish to CLOSE the existing LMOS report – Y/N?”***
 - 1) If “Yes”, TAFI will ask ***“Was the trouble Hardware related – Y/N?”***
 - b) If “Yes”, TAFI will close the report “DLEC cleared hardware trbl”
 - c) If “No”, TAFI will close the report “DLEC reported came clear”

Note: TAFI will close the report if it is not in a dispatched status. If the report has been dispatched, TAFI will enter a subsequent report alerting the field technician that the problem is resolved.

 - 2) If “No”, TAFI will ask ***“Do you wish to Update the existing LMOS report – Y/N?”***
 - a) If “Yes”, TAFI will advise DLEC ***“Update narrative with new information and then send the report”***. TAFI will then generate a subsequent report with the updated narrative.
 - b) If “No”, TAFI will cancel this DLEC transaction and automatically return the DLEC to the ITEW.
- (d) Once the report is sent, TAFI will return the DLEC to the ITEW.
- (13) If there are no more troubles to report, the DLEC can log off by depressing the F6 key and then depressing the Enter key.

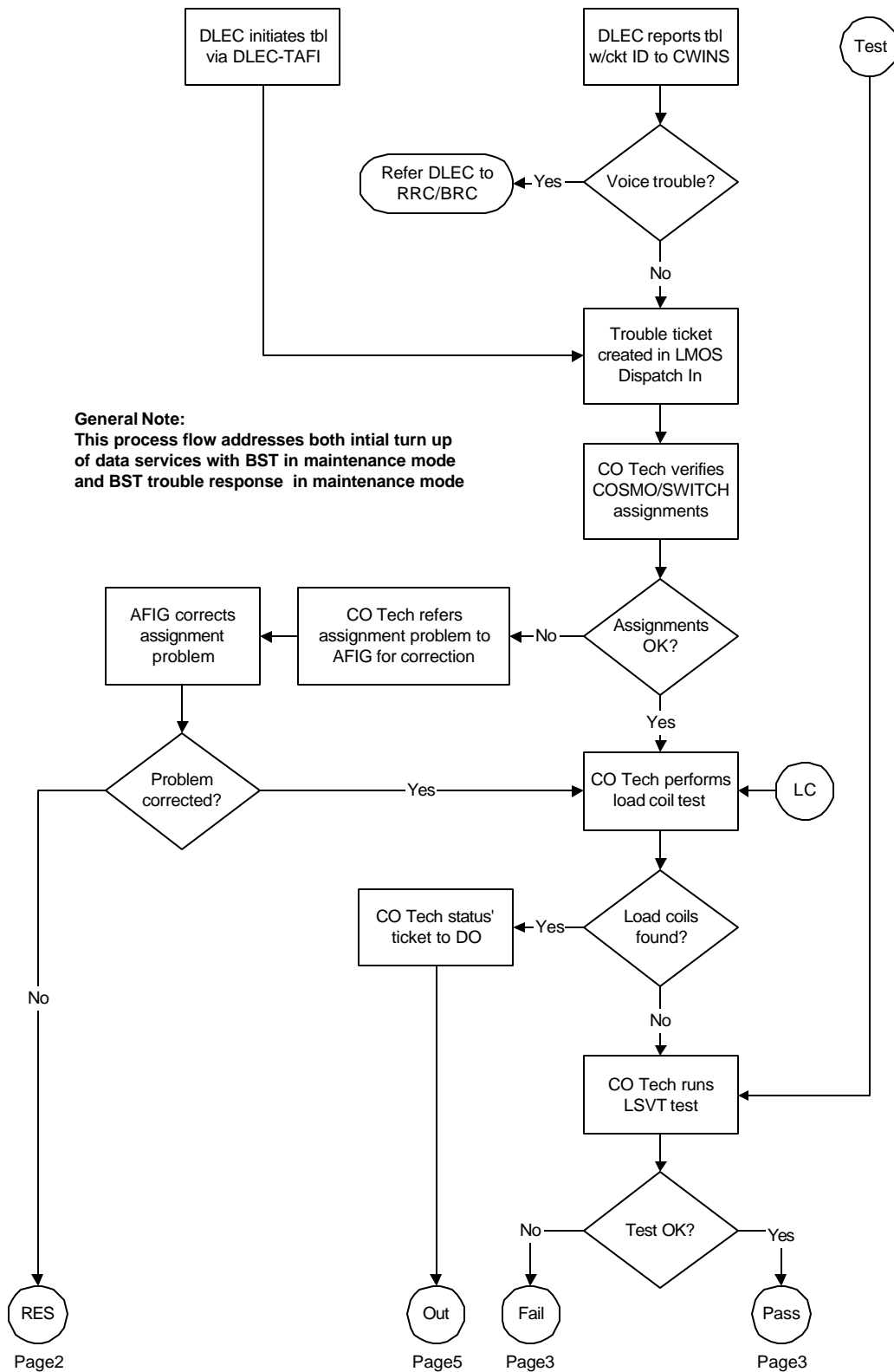
EXHIBIT TGW - 8

Trouble Receipt Process Flow For Data Troubles And TAFI
For Line Sharing

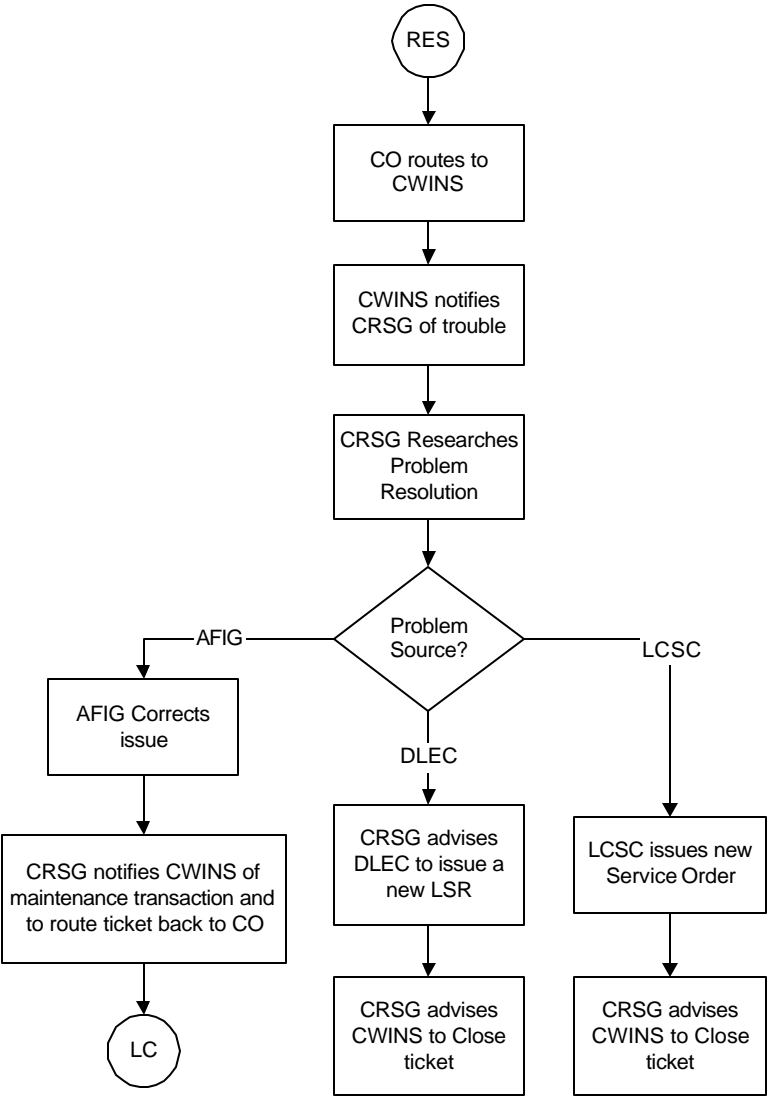
CO-BST Line Sharing Trouble Receipt Flow (Data Trouble)

Rev 17

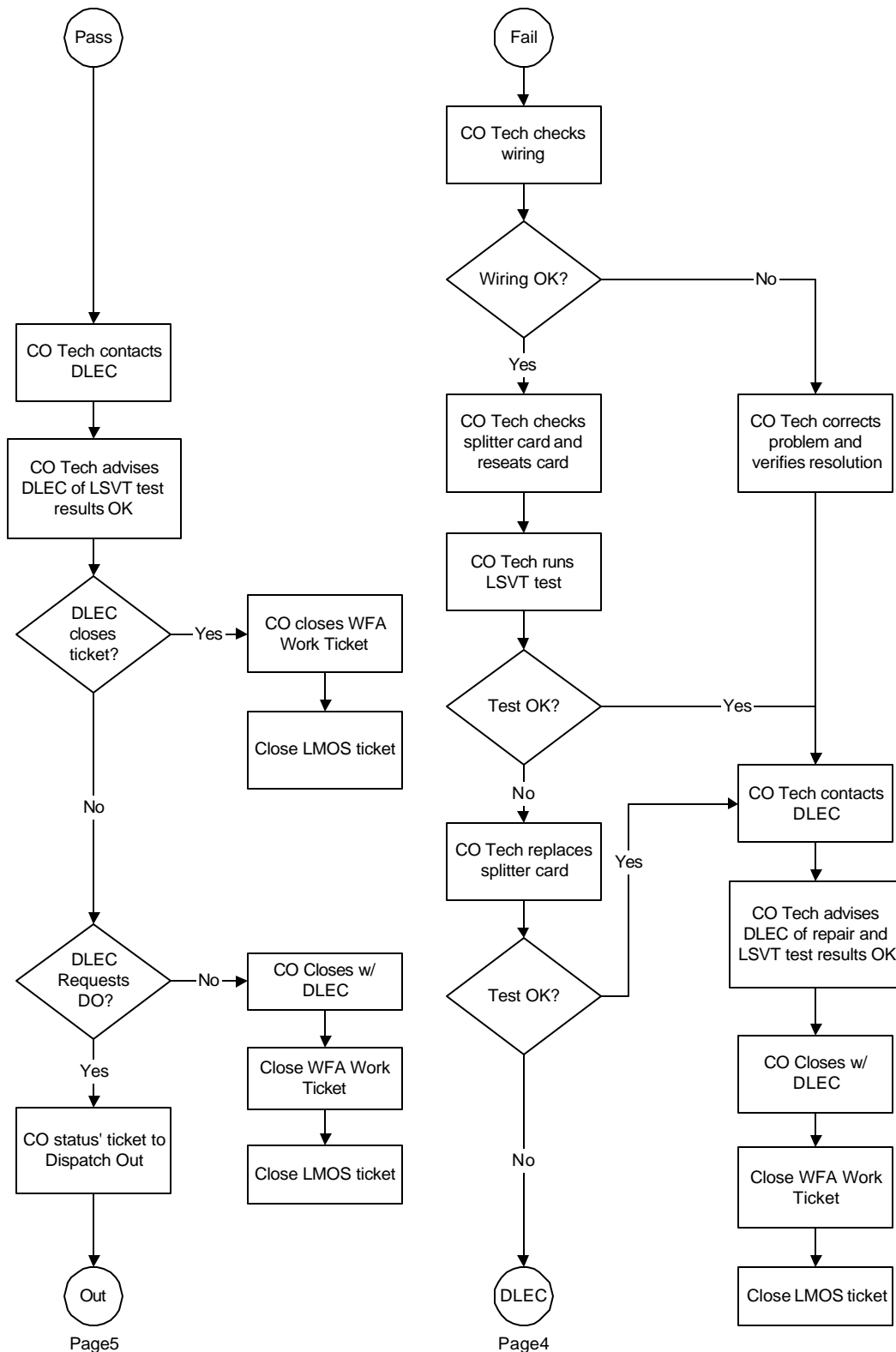
6/12/01

Page 1 of 6
Baselined 6/14/01

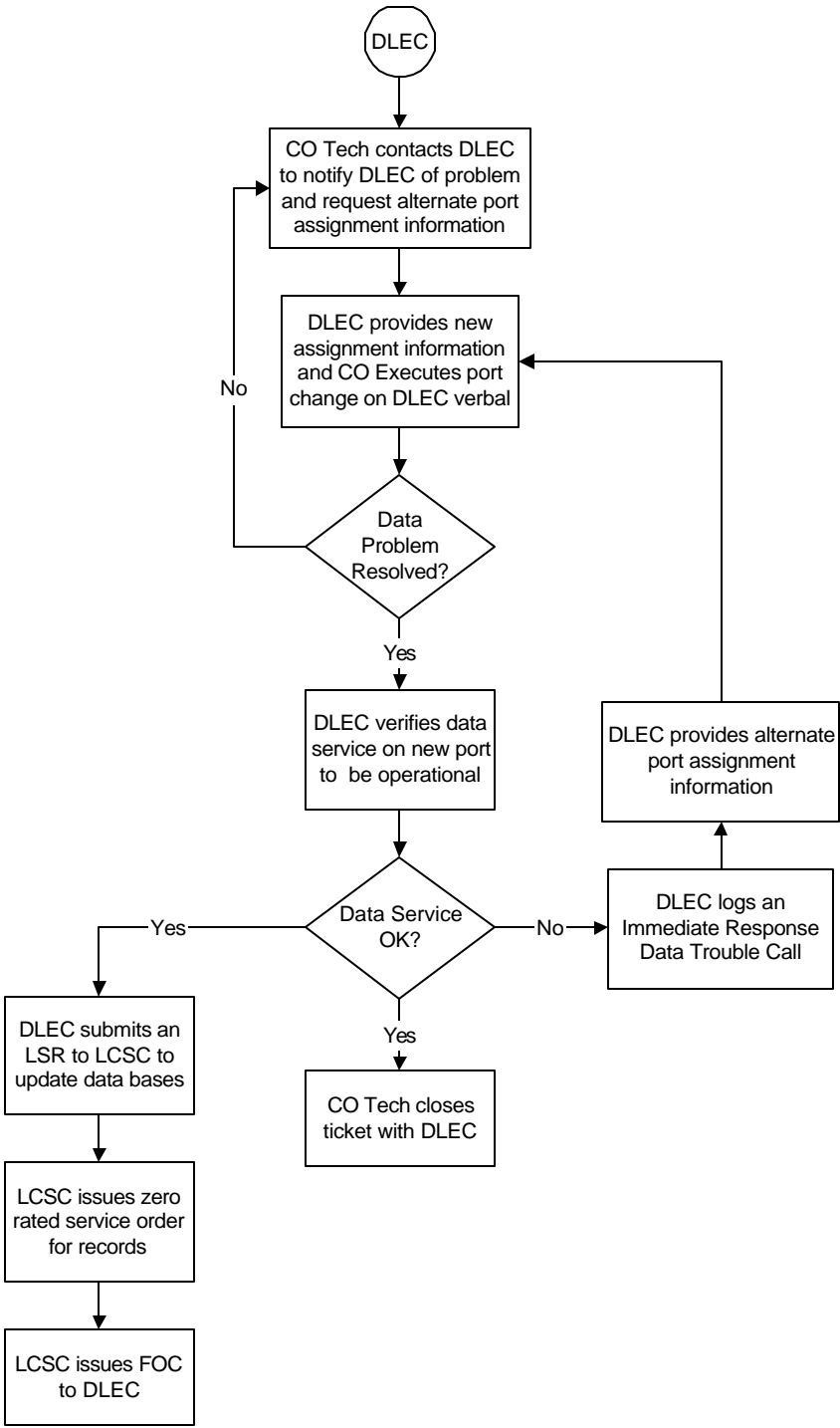
CO-BST Line SharingTrouble Receipt Flow (Data Trouble)
Rev 17 6/12/01
Page 2 of 6
Baselined 6/14/01



CO-BST Line Sharing Trouble Receipt Flow (Data Trouble)
Rev 17 6/12/01
Page 3 of 6
Baselined 6/14/01



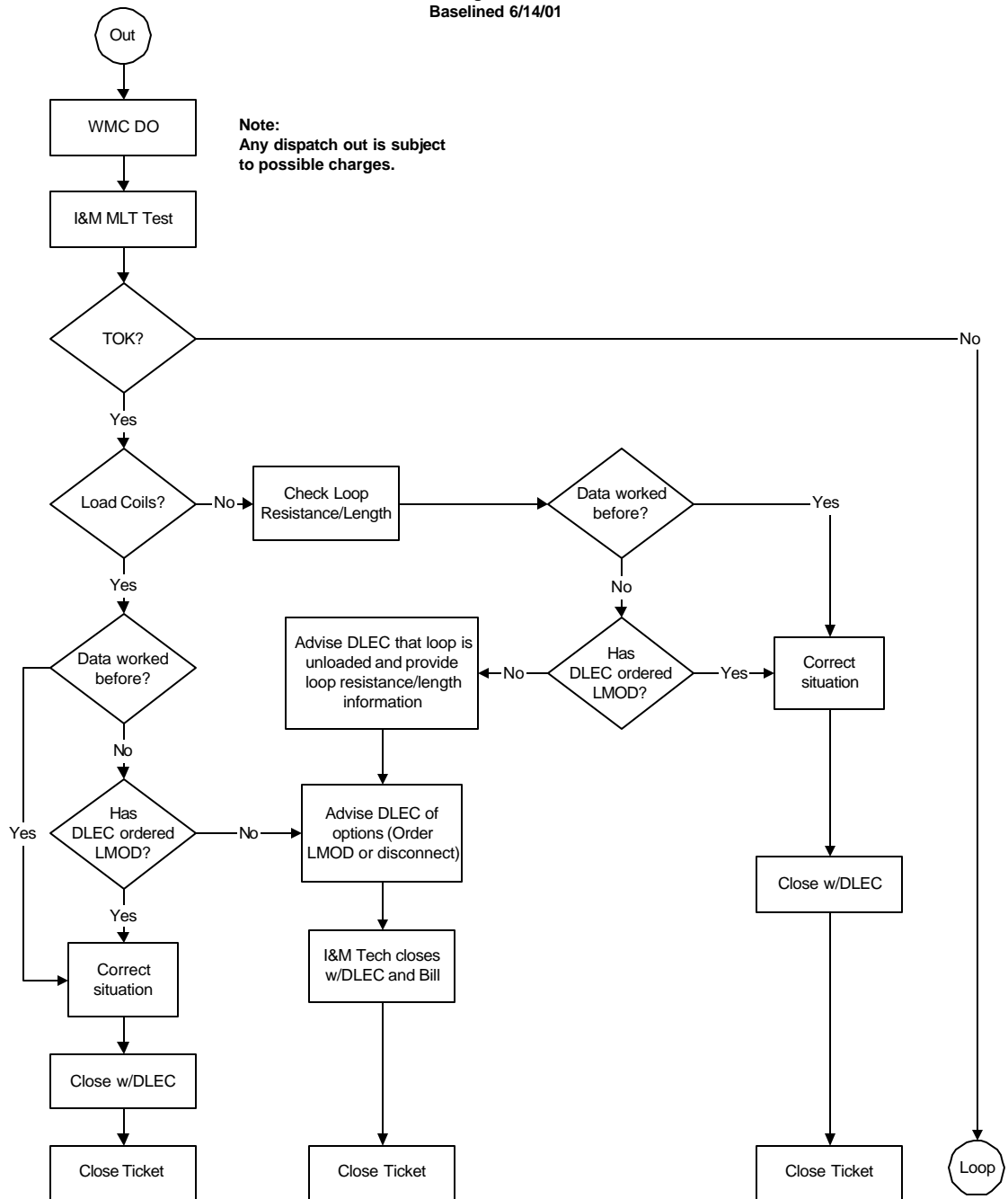
CO-BST Line SharingTrouble Receipt Flow (Data Trouble)
Rev 17 6/12/01
Page 4 of 6
Baselined 6/14/01



CO-BST Line Sharing Trouble Receipt Flow (Data Trouble)

Rev 17

6/12/01

Page 5 of 6
Baselined 6/14/01

Note:
At any point in the process the DLEC can open a new ticket for a Dispatch Out Vendor Meet.

CO-BST Line Sharing Trouble Receipt Flow (Data Trouble)
 Rev 17 6/12/01
 Page 6 of 6
 Baseline 6/14/01

Note:

The isolation of the trouble to inside is made by performing another MLT test at the NID looking back at the CO.

If there is no access to the NID, the test is performed at the access point closest to the NID.

If BST determines the trouble is past the NID, BST will notify the DLEC and close the ticket and bill the applicable trouble determination charges.

If the DLEC wants BST to isolate/repair inside the premises the DLEC must make access arrangements and contact the CWINS Center and open a new ticket to ensure proper routing.

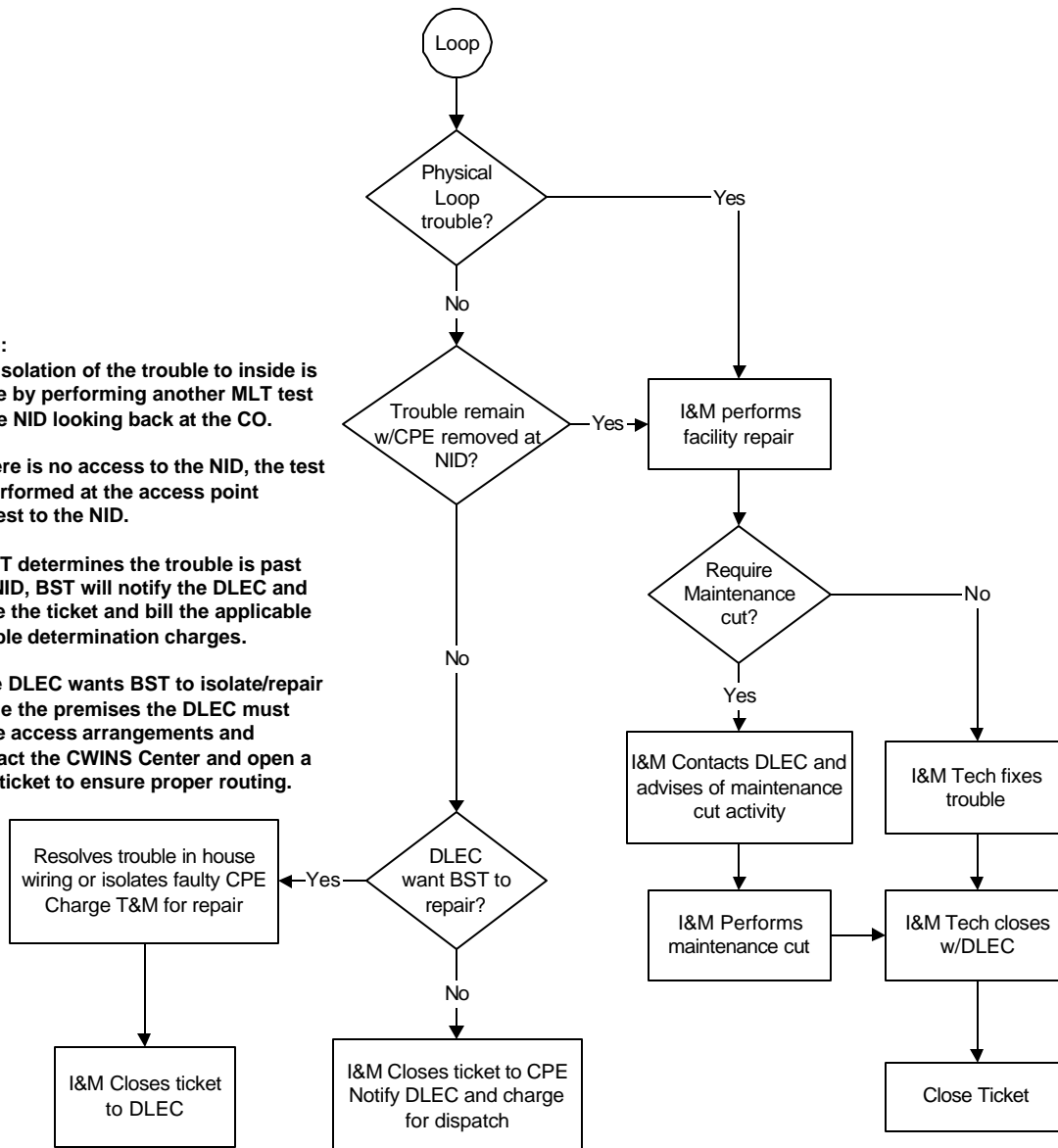


EXHIBIT TGW - 9

Collaborative Charter
Line Sharing – DLEC Owned Splitter

Collaborative Charter

Project Name	CO Based DLEC Collocated Splitter Line Sharing	Project Number:	Line Sharing
Project Manager	Brenda Slonneger	Priority Level (1-10)	8
		Date:	7/26/2000

(1=lowest, 10=highest)

Owner(s)	BellSouth - Tommy Williams Covad - Lans Chase Duro - Richard McDaniel New Edge - Mary Nelson Rhythms - Dick Schell Sprint - Bryant Smith
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Mission

The mission of the collaborate is to support the development of, with the mutual agreement to, the processes and procedures required to jointly implement line sharing utilizing DLEC owned splitters collocated in the central office, as an option, in order to meet the requirements of the FCC line sharing order.

Scope

The collaborative will support the line sharing initiative for DLEC owned splitters located in the central office collocation space by mutually validating the business processes and inter-company interface procedures required to implement this phase of line sharing within the BellSouth area.

Objectives

1. Identify line sharing system requirements for DLEC owned splitter option
2. Identify, test, approve, and secure a line sharing splitter product for DLEC owned splitter option
3. Implement a line sharing pilot test for DLEC owned splitter option
4. Validate ordering, provisioning, maintenance, and billing processes for DLEC owned splitter option

Assumptions

1. There will be active participation by all members of the collaborative
2. All the members of the collaborative will be objective and work in good faith
3. All the members of the collaborative will maintain a mutual respect for their counterparts
4. Any member of the CLEC/DLEC community may monitor this collaborative
5. This is a working team and does not include legal representation from the participating companies.

Constraints

1. Existing collocation agreements
2. Requirement to amend existing interconnection agreements
3. Pilot agreements will be required in the event the collaborative agrees to implement a pilot
4. Resource availability for participation in the collaborative meetings
5. Product target implementation date of 9/6/2000

Time/Major Milestones

1. Collaborative start date: 6/28/2000
2. Project schedule complete 7/26/2000
3. Product target implementation date: 9/6/2000

Cost/Budget/Financial Assumptions

The collaborative is a non-funded process. Each participating member will be responsible for their own respective expenses.

Quality/Specification

Deploy this phase of line sharing by 9/6/2000.

Major Risks

Product target implementation date of 9/6/2000

Project Core Team:	Company	Phone	Email Address
Members:			
Bryant Smith	Sprint		bryant.smith@mail.sprint.com
Dick Schell	Rhythms	770-516-0281	rschell@rhythms.net
Mary Nelson	New Edge		mnelson@newedgenetworks.com
Richard McDaniel	Duro	770-326-9335	rmcdaniel@durocom.com
Lans Chase	Covad	678-579-8414	lchase@covad.com
Tommy Williams	BellSouth	205-977-0056	Tommy.G.Williams@bridge.bellsouth.com
Brenda Slonneger	BellSouth	205-977-1276	Brenda.B.Slonneger@bridge.bellsouth.com
Mel Clay	PMSI • Project Mentors		Mclay@pmsi-pm.com
Erick Gamble	BellSouth	205-977-7410	Erick.gamble@bridge.bellsouth.com
Brent MaMahan	Network Telephone	850-469-9904	Brentm@networktelephone.net
Project Monitoring			
Members:			
Chuck Polizzotti	Northpoint	203-256-9317	cpolizzotti@northpointcom.com
Dan Peer	Sprint		dan.peer@mail.sprint.com
Chris Monticue	Sprint		chris.monticue@mail.sprint.com
Richard Shaw	Trivergent Com	864-678-7711	rshaw@trivergent.com

Project Manager Approval:	Signature	Date
Brenda Slonneger		

Owner Approval:	Signature	Date
BellSouth - Tommy Williams		
Covad - Lans Chase		
Duro - Richard McDaniel		
New Edge - Mary Nelson		
Rhythms - Dick Schell		
Sprint - Bryant Smith		

EXHIBIT TGW - 10

Collaborative Charter
Remote Site Line Sharing

Collaborative Charter

Project Name	BST-RT-LS Line Sharing Collaborative	Project Number:	Line Share
Project Manager	Brenda Slonneger	Priority Level (1-10)	8
		Date:	7/19/000

(1=lowest, 10=highest)

Stakeholder(s)	BellSouth - Tommy Williams NorthPoint - Chuck Polizzotti Rhythms - Jim Cuckler Duro - Richard McDaniel Sprint - Chris Monticue
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Mission

The mission of the collaborative is to support the development of, with the mutual agreement to, the processes and procedures required to jointly implement line sharing utilizing splitters located in the remote terminal as one of the options to meet the requirements of the FCC line sharing order.

Scope

The collaborative will support the implementation of the line sharing initiative within the existing collocation guidelines in the remote terminal by mutually establishing the business processes and inter-company interface procedures required to implement and support this phase of line sharing within the BellSouth area.

Objectives

1. Identify line sharing system requirements for the RT located splitter option
2. Identify, test, approve, and secure a line sharing splitter product for the RT located splitter option
3. Implement a line sharing pilot test for the RT located splitter option
4. Establish ordering, provisioning, maintenance, and billing processes for the RT located splitter option

Assumptions

1. There will be regular participation by all stakeholder members of the collaborative
2. All the members of the collaborative will be objective and work in good faith
3. All the members of the collaborative will maintain a mutual respect for their counterparts
4. Any member of the CLEC/DLEC community may monitor this collaborative
5. This is a working team and does not include legal representation from the participating companies.
6. Wavers of existing collocation rules will be obtained in order to implement a pilot test and achieve the target implementation date

Constraints

1. RT collocation agreements
2. Requirement to amend existing interconnection agreements
3. Pilot agreements will be required in the event the collaborative agrees to implement a pilot
4. Resource availability for participation in the collaborative meetings
5. Product target implementation date of 3/31/2001
6. Achieving desired target date will require wavers of existing collocation rules to implement a pilot test

Time/Major Milestones

8/2/2000
Page 1 of 2

1. Collaborative start date: 7/19/2000
2. Project schedule development complete 10/16/2000
3. Product target implementation date: 3/31/2001

Cost/Budget/Financial Assumptions

The collaborative is a non-funded process. Each participating member will be responsible for their own respective expenses.

Quality/Specification

Deploy this phase of line sharing by 3/31/2001.

Major Risks

- Product target implementation date of 3/31/2001
- Obtaining waivers of existing collocation rules to implement a pilot test prior to implementation date

Project Core Team:	Company	Phone	Email Address
Members:			
Chuck Polizzotti	NorthPoint	203-256-9317	cpolizzotti@northpointcom.com
Jim Cuckler	Rhythms	770-271-3904	jcuckler@rhythms.com
Richard McDaniel	Duro	770-326-9335	rmcdaniel@durocom.com
Chris Monticue	Sprint	913-906-7682	christine.monticue@mail.sprint.com
Steve Murray	Rhythms	404-281-1826	smurray@rhythms.com
Tommy Williams	BellSouth	205-977-0056	Tommy.G.Williams@bridge.bellsouth.com
Erick Gamble	BellSouth	205-977-7410	erick.gamble@bridge.bellsouth.com
Debbie Timmons	BellSouth	205-321-4990	debbie.timmons@bridge.bellsouth.com
Diann Hammond	BellSouth	205-321-7727	DiannHammond@bridge.bellsouth.com
Brenda Slonneger	BellSouth	205-977-1276	Brenda.B.Slonneger@bridge.bellsouth.com
Project Monitoring			
Members:			
Larry Gindlesberger	Covad	330-284-4177	Lgindles@covad.com
Frank Kowalski	DSL.NET		fkowalski@dsl.net
Mary Nelson	New Edge		mnelson@newedgenetworks.com

Project Manager Approval:	Signature	Date
Brenda Slonneger		

Stakeholder Approval:	Signature	Date
BellSouth - Tommy Williams		
NorthPoint - Chuck Polizzotti		
Rhythms - Jim Cukler		
Duro - Richard McDaniel		
Sprint - Chris Monticue		

EXHIBIT TGW - 11

Covad Interconnection Agreement

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and DIECA Communications, Inc. d/b/a Covad Communications Company (“Covad”), a Virginia corporation, and shall be deemed effective as of the date of the last signature of both Parties (“Effective Date”). This Agreement may refer to either BellSouth or Covad or both as a “Party” or “Parties.”

W I T N E S S E T H

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, Covad is or seeks to become a competitive local exchange carrier (“CLEC”) authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Covad wishes to purchase unbundled network elements and other services from BellSouth, resell BellSouth’s telecommunications services, and/or the Parties wish to interconnect their facilities and exchange traffic pursuant to sections 251 and 252 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Covad agree as follows:

1. Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

Commission is defined as the appropriate regulatory agency in each of BellSouth’s nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

2. Purpose

This Agreement sets forth the terms and conditions under which Covad will obtain services and unbundled network elements from BellSouth to provide telecommunications services to Covad customers within the territory of BellSouth. BellSouth will provide Covad with the functionalities of unbundled network elements so that Covad can provide any telecommunications service that can be offered by means of the unbundled elements as described in Attachment 2.

2.1 Term of the Agreement

2.2 The term of this Agreement shall be three years, and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. This Agreement shall become effective on the date the last party executes the Agreement.

2.3 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement ("Subsequent Agreement"). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.4.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.

2.4 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.3 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective on the date the last party executes the Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic and BellSouth shall continue to provide Covad unbundled network elements and services for resale pursuant to the terms and conditions of this Agreement, except as provided in 2.4.1 and 2.4.2.

2.4.1 In the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.4 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Covad pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to Covad pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the date of execution.

2.4.2 Notwithstanding Section 2.4 above, in the event that as of the date of expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.3 above, and (2) Covad either is not certified as a CLEC in any particular state to which this Agreement applies or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.

2.4.3 The Parties may negotiate changes in section 2 as necessary.

3. **OSS**

Covad shall, where appropriate, pay charges for Operational Support Systems (OSS).

4. Parity

When Covad purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. For resale purposes, BellSouth will provide Covad with pre-ordering, ordering, maintenance, and trouble reporting, and daily usage data functionality that will enable Covad to provide equivalent levels of customer service to its customers and end users as BellSouth provides to its own customers and end users. When Covad purchases unbundled network elements from BellSouth, to the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Covad shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of Covad shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by Covad.

5. White Pages Listings

5.1 BellSouth shall provide Covad and their customers access to white pages directory listings under the following terms:

5.2. Listings. Covad shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Covad residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between Covad and BellSouth subscribers.

5.2.1 Rates. So long as Covad provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to Covad one (1) primary White Pages listing per Covad subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.

5.3 Procedures for Submitting Covad Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings.

5.3.1 Notwithstanding any provision(s) to the contrary, Covad shall provide to BellSouth, and BellSouth shall accept, Covad's Subscriber Listing Information

(SLI) relating to Covad's customers in the geographic area(s) covered by this Interconnection Agreement. Covad authorizes BellSouth to release all such Covad SLI provided to BellSouth by Covad to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

- 5.3.2 No compensation shall be paid to Covad for BellSouth's receipt of Covad SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Covad's SLI, or costs on an ongoing basis to administer the release of Covad SLI, Covad shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- 5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by Covad under this Agreement. Covad shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Covad listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Covad any complaints received by BellSouth relating to the accuracy or quality of Covad listings.
- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. Covad will be required to provide to BellSouth the names, addresses and telephone numbers of all Covad customers that wish to be omitted from directories.
- 5.5 Inclusion of Covad Customers in Directory Assistance Database. BellSouth will include and maintain Covad subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and Covad shall provide such Directory Assistance listings at no recurring charge. BellSouth and Covad will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.

- 5.6 Listing Information Confidentiality. BellSouth will accord Covad's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to Covad's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to Covad subscribers at no charge or as specified in a separate BAPCO agreement.
- 6. Bona Fide Request/New Business Request Process for Further Unbundling**
- 6.1 BellSouth shall, upon request of Covad, provide to Covad access to its network elements at any technically feasible point for the provision of Covad's telecommunications service where such access is necessary and failure to provide access would impair the ability of Covad to provide services that it seeks to offer. Any request by Covad for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Exhibit 1 hereto.
- 6.2 Covad shall submit any Bona Fide Request/New Business Request in writing to Covad's Account Manager. The BFR/NBR shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The BFR/NBR also shall include Covad's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.
- 7. Court Ordered Requests for Call Detail Records and Other Subscriber Information**
- 7.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for Covad, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Covad end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for Covad end users for the same length of time it maintains such information for its own end users.

7.2 Subpoenas Directed to Covad. Where BellSouth is providing to Covad telecommunications services for resale or providing to Covad the local switching function, then Covad agrees that in those cases where Covad receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Covad end users, and where Covad does not have the requested information, Covad will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 7.1 above.

7.3 In all other instances, where either Party receives a request for information involving the other Party's end user, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

8. **Liability and Indemnification**

8.1 Covad Liability. In the event that Covad consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of Covad under this Agreement.

8.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Covad for any act or omission of another telecommunications company providing services to Covad.

8.3 Limitation of Liability

8.3.1 Liability Cap

8.3.1.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by Covad, any Covad customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages from the gross negligence or willful misconduct of BellSouth and claims for damages by Covad resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability. Covad acknowledges that, to the extent BellSouth's obligations hereunder involve provisioning elements and services within any particular interval, BellSouth may not be able to meet such intervals 100% of the time. Covad bears the burden of showing that the number or percentage of intervals missed by BellSouth constitutes a material breach of this Agreement pursuant to applicable law. Any damages found payable to Covad

under this Section shall be reduced by the amount of any performance penalties for the same occurrence payable to Covad under this Agreement.

- 8.3.1.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by Covad pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, Covad's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages from the gross negligence or willful misconduct of Covad and claims for damages by BellSouth resulting from the failure of Covad to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.
- 8.3.2 Neither Party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.
- 8.3.3 Neither Party shall be liable for damages to the other Party's terminal location, Interconnection Point or the other Party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct, or by a Party's failure properly to ground a local loop after disconnection using sound engineering principles.
- 8.3.4 The Party providing services under this Agreement, its affiliates and its parent company shall be indemnified, defended and held harmless by the Party receiving such services against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement, involving: 1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications; 2) any claim, loss, or damage claimed by the receiving Party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving Party and that the receiving Party has obtained from the supplying Party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving Party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying Party the receiving Party shall have no obligation to indemnify, defend and hold harmless the supplying Party hereunder. Nothing herein is intended to modify or alter in any way the indemnification obligations set forth in Section 9, supra, relating to intellectual property infringement.

- 8.3.5 Neither Party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Each Party shall be indemnified, defended and held harmless by the other Party or the other Party's customer from any and all claims by any person relating to the other Party or the other Party's customer's use of services so provided.
- 8.3.6 Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to this Section, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the "Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable request for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party. Unless the Indemnified Party chooses to waive its rights to be indemnified further in any claim or action, the Indemnified Party's counsel shall not interfere with the defense strategy chosen by the Indemnifying Party and its counsel, and the Indemnified Party when such course of action in representation of the Indemnified Party's counsel shall not raise any claims, defenses, or objections or otherwise take a course of action in representation of the Indemnified Party when such course of action might be in conflict with a course of action or inaction chosen by the Indemnifying Party. The Indemnifying Party is not liable under this Section 8 for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the Indemnified Party has tendered the defense of the claim, demand, or lawsuit to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.
- 8.4 Both Parties agree that they, at their own cost and expense, shall maintain throughout the term of this Agreement, all insurance required by law or required under this Agreement, and may at their own cost and expense purchase insurance or self-insure for their employer, public, professional and legal liabilities. No limit of liability on any policy, no program or self-insurance, nor any failure to maintain adequate insurance coverage shall limit the direct or indirect liability of either Party.
- 8.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE

OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

9. Intellectual Property Rights and Indemnification

- 9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Covad is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark. Notwithstanding the foregoing, Covad may use BellSouth's name solely in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Agreement.
- 9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.
- 9.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:
- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

- 9.4.2 obtain a license sufficient to allow such use to continue.
- 9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 9.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 10. Proprietary and Confidential Information**
- 10.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Covad, each as the "Discloser," to provide to the other party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All Information shall be provided to Recipient in written or other tangible or electronic form, clearly marked with a confidential and, proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such oral or visual disclosure.
- 10.1.1 Each Party shall fully comply with all Customer Proprietary Network Information ("CPNI") and carrier information set forth in Section 222 of the Act and the FCC's rules and regulations implementing, or promulgated under, Section 222 of the Act.
- 10.2 Use and Protection of Information. Recipient shall use the Information solely for the purpose(s) of performing its obligations under this Agreement, and Recipient shall protect Information from any use, distribution or disclosure except as

permitted hereunder. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Information; and (c) have personally agreed in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents.

- 10.3 Ownership, Copying & Return of Information. Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be destroyed and Recipient will provide Discloser with written certification stating that such Information has been destroyed.)
- 10.4 Exceptions. Discloser's Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by the Discloser, without an obligation to keep confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
- 10.5 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section 10 is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, may be entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Section 10. Such remedy is not the exclusive remedy for any breach

or threatened breach of this Section 10, but is in addition to all other rights and remedies available at law or in equity.

- 10.6 Survival of Confidentiality Obligations. The parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

11. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the effective date thereof and, provided further, if the assignee is an assignee of Covad, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

12. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

13. Taxes

- 13.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services

furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

13.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

13.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

13.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

13.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

13.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

13.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

13.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

- 13.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee; provided, however, that this provision shall not apply to any interest, penalties, or other charges or payable expenses (including reasonable attorney fees) attributable to the providing Party's failure to timely remit any taxes or fees collected from the purchasing Party.
- 13.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 13.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 13.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 13.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 13.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the

existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

- 13.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 13.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

14. Force Majeure

- 14.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease. BellSouth understands that its obligation to

provide Covad with nondiscriminatory access to unbundled network elements is not altered by a work stoppage, strike or other labor problem.

15. Adoption of Agreements

BellSouth shall make available without unreasonable delay to Covad any individual interconnection, service, or network element arrangement contained in any agreement to which it is a party that is approved by a state commission pursuant to section 252 of the Act, upon the same rates, terms and conditions as those provided in the agreement. If BellSouth believes that it is no longer reasonable to allow Covad to opt into a particular agreement because of changes in technology or pricing or for any other reason, BellSouth may petition the Commission requesting that Covad not be allowed to opt-in.

16. Modification of Agreement

16.1 If Covad changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Covad to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

16.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

16.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Covad or BellSouth to perform any material terms of this Agreement, Covad or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

16.4 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above.

17. Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such

decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

18. Severability

If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

19. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

20. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

21. Notices

- 21.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

Account Team
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Dhruv Khanna
Executive Vice President and General Counsel
Covad Communications Company
3420 Central Expressway
Santa Clara, CA 95054

and

Catherine F. Boone
Senior Counsel
Covad Communications Company
10 Glenlake Parkway, Suite 130
Atlanta, GA 30328

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

21.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

21.3 Notwithstanding the foregoing, BellSouth may provide Covad notice via Internet posting of price changes, changes to the terms and conditions of services available for resale, changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

22. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

23. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

24. Implementation of Agreement

If Covad is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties may adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template which may be used for the implementation schedule is contained in Attachment 10 of this Agreement.

25. Filing of Agreement

25.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Covad and BellSouth shall share those fees evenly. Covad shall be responsible for publishing the required notice. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Covad is duly certified as a local exchange carrier in such state.

26. Compliance with Applicable Law

Each Party shall comply at its own expense with Applicable Law.

27. Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

28. Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

29. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except

insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to Covad as a requesting carrier under the Act).

30. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

31. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. Neither Party shall be bound by any condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

This Agreement may include the following attachments:

Network Elements and Other Services
Local Interconnection
Resale
Collocation

The following services are included as options for purchase by Covad. Covad may elect to purchase said services by written request to its Account Manager if applicable.

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

BellSouth Telecommunications, Inc.	DIECA Communications, Inc. d/b/a Covad Communications Company
Original Signature on File	Original Signature on File
Signature	Signature
Gregory R. Follensbee	Dhruv Khanna
Name	Name
Senior Director	Executive Vice President- General Counsel
Title	Title
December 19, 2001	December 18, 2001
Date	Date

Attachment 2
Network Elements and Other Services

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CNAM Database Services.....	Exhibit B
Rates.....	Exhibit C

degrades the voice services on the loop, Covad shall pay for the loop to be restored to its original state.

2.11.1.3 Covad's termination point is the point of termination for Covad's on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect Covad's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to the Covad's xDSL equipment in the Covad's collocation space.

2.11.1.4 For the purposes of testing line shared loops, Covad shall have access to the test access point associated with the splitter and the demarcation point between BellSouth's network and Covad's network.

2.11.2 PROVISIONING OF HIGH FREQUENCY SPECTRUM AND SPLITTER SPACE

2.11.2.1 BellSouth will provide Covad with access to the High Frequency Spectrum as follows:

2.11.2.2 BellSouth will install splitters within thirty-six (36) calendar days of Covad's submission of such order to the BellSouth Complex Resale Support Group.

2.11.2.3 BellSouth shall provide Covad the status of manually submitted LSRs for end user line sharing orders through the PON Report on the CLEC Operations Website at <https://clec.bellsouth.com>.

Status shall include FOC Sent, Pending, Cancelled, In Clarification, Jeopardies or Rejected. A description of these statuses can be found on this website. This is a secure website. Passwords can be obtained from your account team.

For LSRs submitted through an electronic interface (EDI, TAG, LENS, RoboTAG), the following responses will be returned to Covad electronically: FOCs, Completion Notices, Errors/Clarifications, Pending Order Status, Jeopardies, e.g. missed appointments. Covad may view CSRs through LENSs.

Covad may determine the status of its line sharing end user service orders through CSOTS (CLEC Service Order Tracking System). The service order statuses are described in the Pending Order Status Job Aid located on the web at http://www.interconnection.bellsouth.com/markets/lec/oss_info.html.

Passwords for CSOTS can be obtained from the account team.

Covad may determine the status of its COSMOS/SWITCH work order for its line sharing end user orders through the COSMOS/SWITCH Line Sharing Report. These reports will provide the telephone number, CLLI code, cable and pair, splitter

assignment, status and in COSMOS service order number if pending. The reports also provide a summary including working pairs, pairs pending disconnect, pairs pending connect. The COSMOS/SWITCH report will be in a form that enables Covad to download it into an excel-type spreadsheet format. When Covad has received a Firm Order Confirmation ("FOC") on an order and the CSOTS system also shows that order as complete, but the order appears on the COSMOS/SWITCH report in the pending connect or pending disconnect status, Covad shall enter a trouble report through DLEC Tafi or report troubles to the BellSouth CWINS center. When Covad has received a FOC on an order and the order is pending in CSOTS beyond the due date of the order, then Covad shall check to see if BellSouth has provided a jeopardy or clarification notification via the PON Status Report. If there are no outstanding clarifications or jeopardies, Covad will contact the LCSC. The COSMOS/SWITCH report will be updated by 8:00 p.m., daily, Monday thru Sunday.

- 2.11.2.4 Covad shall be entitled to order the High Frequency Spectrum on lines served out of any central office where Covad has a splitter available for its use pursuant to Section 2.11.2.
- 2.11.2.5 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Covad access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide Covad with a carrier notification letter at least 30 days before such change and shall work collaboratively with Covad to select a mutually agreeable brand of splitter for use by BellSouth. Covad shall thereafter purchase ports on the splitter as set forth more fully below.
- 2.11.2.6 BellSouth will install the splitter in (i) a common area close to the Covad collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Covad DSO termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. Nothing in this section shall be construed as Covad's agreement that such placement is the most efficient network configuration. Moreover, nothing in this section shall be construed as Covad's agreement that such placement is consistent with TELRIC pricing rules or otherwise is a network configuration that would be used by an efficient forward looking provider of unbundled network elements. Notwithstanding the foregoing, neither Party waives any rights to take a position contrary to the provisions of this Section before any regulatory body regarding line sharing processes or rates. BellSouth will cross-connect the splitter data ports to a specified Covad DS0 at such time that a Covad end user's service is established.

- 2.11.2.7 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and Covad desires to continue providing xDSL service on such loop, Covad shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Covad desires to continue providing xDSL service on such loop, Covad shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. BellSouth shall give Covad notice in a reasonable time prior to disconnect, which notice shall give Covad an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the method of notification and the time periods for notice. In those cases in which BellSouth no longer provides voice service to the end user and Covad purchases the full stand-alone loop, Covad may elect the type of loop it will purchase. Covad will pay the appropriate recurring and non-recurring rates for such loop as set forth in Attachment 2 of the Agreement, including a voice grade loop.
- 2.11.2.8 Covad and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and Covad agree that Covad is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber-fed digital loop carrier. BellSouth will provide Covad with access to feeder sub-loops at UNE prices. BellSouth and Covad will work together to establish methods and procedures for providing Covad access to the High Frequency Spectrum over fiber fed digital loop carriers.
- 2.11.2.9 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.
- 2.11.2.10 To order High Frequency Spectrum on a particular loop, Covad must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth shall allow Covad to order splitters in central offices where Covad is in the process of obtaining collocation space. BellSouth shall install such splitters before the end of Covad's collocation provisioning interval.
- 2.11.2.11 BellSouth will devise a splitter order form that allows Covad to order splitter ports in increments of 8, 24 or 96 ports.
- 2.11.2.12 BellSouth will provide Covad the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
- 2.11.2.13 BellSouth will provide Covad with access to the High Frequency Spectrum of the unbundled loop as follows:

For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at the same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

For manual orders, BellSouth will return a Firm Order Confirmation (FOC) in no more than twenty-four (24) business hours. For electronic orders, BellSouth will return a FOC in one (1) hour ninety-five percent (95%) of the time for orders that flow-through. For orders that do not flow-through, BellSouth will return a FOC in twenty-four (24) business hours.

- 2.11.2.14 BellSouth shall perform testing to confirm that all in place splitters are correctly installed to the BellSouth frame. In the event any splitters are not correctly cabled or installed shall be corrected before February 28, 2001. BellSouth shall include testing to ensure splitters are correctly installed and cabled to the BellSouth frame as a part of the splitter installation process. If BellSouth informs Covad that a splitter has been installed for Covad's use, and that splitter is later found to have been incorrectly installed, BellSouth shall waive the nonrecurring charge for that splitter installation.
- 2.11.2.15 BellSouth shall test the data portion of the loop to insure the continuity of the wiring for Covad's data using the LSVT test-set for both the provisioning and maintenance of a loop. This test shall be performed from the Covad designated tie cable pair (which is connected to Covad's DSLAM) to the Main Distribution Frame (MDF) where the customer's cable pair leaves the BellSouth central office. This process will be implemented unless, and until, Covad and BellSouth mutually agree on another process. If BellSouth delivers a line shared loop that is not properly wired by BellSouth, BellSouth shall adjust the monthly recurring charge to reflect the day that the line shared loop was placed in service.

2.11.3 MAINTENANCE AND REPAIR

- 2.11.3.1 Covad shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. Covad may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 2.11.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Termination Point of demarcation in the central office. Covad will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

- 2.11.3.3 If the problem encountered appears to impact primarily the xDSL service, the end user should call Covad. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the end user should contact BellSouth and Covad.
- 2.11.3.4 BellSouth and Covad will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which Covad has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.
- 2.11.3.4.1 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the end user to report the trouble to the other service provider. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.
- 2.11.3.4.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.
- 2.11.3.5 In the event Covad's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Covad and allow twenty-four (24) hours to cure the trouble. If Covad fails to resolve the trouble, BellSouth may discontinue Covad's access to the High Frequency Spectrum on such loop.
- 2.11.4 PRICING**
- 2.11.4.1 BellSouth and Covad agree to the negotiated, interim rates for the High Frequency Spectrum. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions.

- 2.11.4.2 BellSouth and Covad enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or Covad may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or Covad may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or Covad might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide Covad with access to the High Frequency Spectrum. The interim rates set forth in Exhibit C were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.

3. Switching

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

3.1 Local Switching

BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 3.1.3 to Covad for the provision of a telecommunications service.

BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Covad for the provision of a telecommunications service only in the limited circumstance described below in Section 3.3.4.6.

- 3.1.1. Except as otherwise provided herein, BellSouth shall not impose any restrictions on Covad regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

- 3.1.2. Local Circuit Switching Capability, including Tandem Switching Capability

3.1.2.1 Definition

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) All features, functions, and capabilities of the

CATEGORY	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)							
						Nonrecurrent		Nonrecurrent Disconnect		Sic Order Submitted Etc per LSR	Sic Order Submitted Manually per LSR	Incidental Charge vs. Manual Sync Order vs. Electronic-1st	Incidental Charge vs. Manual Sync Order vs. Electronic-1st	Incidental Charge vs. Manual Sync Order vs. Electronic-1st	Incidental Charge vs. Manual Sync Order vs. Electronic-1st		
						First	Advt 1	First	Advt 1							SOEAC	SOEAC
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.beltsouth.com/belcozone_a_cdechtr/interconnection.htm																	
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	13.19	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	13.32	
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.23	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	13.32	
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	22.53	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	13.32	
	Loop Testing - Basic 1st Half Hour			UEANL	URET1	78.92	78.92										
	Loop Testing - Basic Additional Half Hour			UEANL	URET1	23.33	23.33										
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR	UEALS	13.19	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	13.32	
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 2		2	UEPSR	UEALS	17.23	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	13.32	
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 3		3	UEPSR	UEALS	22.53	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	13.32	
	Engineering Information Document (EI)			UEANL		28.80	28.80										
	Manual Order Coordination for UVL-SL's (per loop)*			UEANL	UEAMC	36.46	36.46										
	Order Coordination for Specified Conversion Time for UVL-SL (per LSR) *			UEANL	OCOSL	36.52	36.52										
	2-Wire Analog Voice Grade Loop - Service Level 2 w/loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	16.56	75.06	48.20	28.70	17.64		20.35	10.54	13.32	13.32	13.32	
	2-Wire Analog Voice Grade Loop - Service Level 2 w/loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	21.63	75.06	48.20	28.70	17.64		20.35	10.54	13.32	13.32	13.32	
	2-Wire Analog Voice Grade Loop - Service Level 2 w/loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	28.28	75.06	48.20	28.70	17.64		20.35	10.54	13.32	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	34.29											
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.56	75.06	48.20	28.70	17.64		20.35	10.54	13.32	13.32	13.32	
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	21.63	75.06	48.20	28.70	17.64		20.35	10.54	13.32	13.32	13.32	
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.28	75.06	48.20	28.70	17.64		20.35	10.54	13.32	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	34.29											
4-WIRE ANALOG VOICE GRADE LOOP																	
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	24.70	122.76	85.57	76.35	39.16		20.35	10.54	13.32	13.32	13.32	
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	32.25	122.76	85.57	76.35	39.16		20.35	10.54	13.32	13.32	13.32	
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	42.17	122.76	85.57	76.35	39.16		20.35	10.54	13.32	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	34.29											
2-WIRE ISDN DIGITAL GRADE LOOP																	
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	UIL2X	22.00	142.76	88.88	76.35	39.16		20.35	10.54	13.32	13.32	13.32	
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	UIL2X	29.02	142.76	88.88	76.35	39.16		20.35	10.54	13.32	13.32	13.32	
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	UIL2X	37.95	142.76	88.88	76.35	39.16		20.35	10.54	13.32	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)			UDN	OCOSL	34.29											
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																	
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	21.15	142.76	152.42	76.35	21.63		20.35	10.54	13.32	13.32	13.32	
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	27.62	142.76	152.42	76.35	21.63		20.35	10.54	13.32	13.32	13.32	
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	36.12	142.76	152.42	76.35	21.63		20.35	10.54	13.32	13.32	13.32	
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ASL) COMPATIBLE LOOP																	

CATEGORY	UNBUNDLED NETWORK ELEMENT	Mainline	Zone	BCS	USOC	RATES (\$)						OSS RATES (\$)					
						Rate	Nonrecurrent		Nonrecurrent Disconnected		Std Order Service Per LSR	Std Order Service Monthly per LSR	Incremental Charge - Manual Svc Electronic 1st	Incremental Charge - Manual Svc Electronic 1st	Incremental Charge - Manual Svc Electronic 1st	Incremental Charge - Manual Svc Electronic 1st	Incremental Charge - Manual Svc Electronic 1st
							First	Advt	First	Advt							
2 WIRE UNBUNDLED ADSL LOOP INCLUDING MANUAL SERVICE INQUIRY & FACILITY RESERVATION - Zone 1	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	U/L	UAL2X	13.82	270.01	234.63	74.54	39.14		20.35	10.54	13.32	13.32		
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	U/L	UAL2X	18.05	270.01	234.63	74.54	39.14		20.35	10.54	13.32	13.32		
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	U/L	UAL2X	23.60	270.01	234.63	74.54	39.14		20.35	10.54	13.32	13.32		
	Order Coordination for Specified Conversion Time (per LSR)				UAL	OCOSL	34.29										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	U/L	UAL2W	13.82	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32		
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	U/L	UAL2W	18.05	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32		
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	U/L	UAL2W	23.60	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32		
	Order Coordination for Specified Conversion Time (per LSR)				UAL	OCOSL	34.29										
	2 WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP - Zone 1		1	U/H	UHL2X	10.83	270.01	234.63	74.54	39.14		20.35	10.54	13.32	13.32		
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	U/H	UHL2X	14.15	270.01	234.63	74.54	39.14		20.35	10.54	13.32	13.32		
2 WIRE UNBUNDLED HDSL LOOP INCLUDING MANUAL SERVICE INQUIRY & FACILITY RESERVATION - Zone 3	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	U/H	UHL2X	18.50	270.01	234.63	74.54	39.14		20.35	10.54	13.32	13.32		
	Order Coordination for Specified Conversion Time (per LSR)				UHL	OCOSL	34.29										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	U/H	UHL2W	10.83	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32		
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	U/H	UHL2W	14.15	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32		
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	U/H	UHL2W	18.50	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32		
	Order Coordination for Specified Conversion Time (per LSR)				UHL	OCOSL	34.29										
	4 WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP - Zone 1		1	U/H	UHL4X	13.93	279.60	244.22	74.54	39.14		20.35	10.54	13.32	13.32		
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	U/H	UHL4X	18.20	279.60	244.22	74.54	39.14		20.35	10.54	13.32	13.32		
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	U/H	UHL4X	23.80	279.60	244.22	74.54	39.14		20.35	10.54	13.32	13.32		
	Order Coordination for Specified Conversion Time (per LSR)				UHL	OCOSL	34.29										
4 WIRE UNBUNDLED HDSL LOOP WITHOUT MANUAL SERVICE INQUIRY AND FACILITY RESERVATION - Zone 1	4 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	U/H	UHL4W	13.93	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32		
	4 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	U/H	UHL4W	18.20	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32		
	4 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	U/H	UHL4W	23.80	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32		
	Order Coordination for Specified Conversion Time (per LSR)				UHL	OCOSL	34.29										
	4 WIRE DS1 DIGITAL LOOP - Zone 1		1	U/L	USLXX	57.73	313.08	219.72	96.86	40.45		18.98	8.43	11.95	11.95		
	4 Wire DS1 Digital Loop - Zone 2		2	U/L	USLXX	75.40	313.08	219.72	96.86	40.45		18.98	8.43	11.95	11.95		
	4 Wire DS1 Digital Loop - Zone 3		3	U/L	USLXX	98.59	313.08	219.72	96.86	40.45		18.98	8.43	11.95	11.95		
	Order Coordination for Specified Conversion Time (per LSR)				USL	OCOSL	34.59										
	4 WIRE DS1 DIGITAL LOOP - Zone 1		1	U/L	UDL19	31.10	207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32		
	4 Wire Unbundled Digital 19.2 Kbps		2	U/L	UDL19	40.61	207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32		
4 WIRE UNBUNDLED DIGITAL 19.2 Kbps - Zone 1	4 Wire Unbundled Digital 19.2 Kbps		3	U/L	UDL19	53.11	207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32		
	4 Wire Unbundled Digital 19.2 Kbps		1	U/L	UDL56	31.10	207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32		
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	U/L	UDL56	31.10	207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32		
	Order Coordination for Specified Conversion Time (per LSR)				UDL	OCOSL	34.59										
	4 WIRE DS1 DIGITAL LOOP - Zone 1		1	U/L	UDL19	31.10	207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32		
	4 Wire Unbundled Digital 19.2 Kbps		2	U/L	UDL19	40.61	207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32		
	4 Wire Unbundled Digital 19.2 Kbps		3	U/L	UDL19	53.11	207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32		
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	U/L	UDL56	31.10	207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32		
	Order Coordination for Specified Conversion Time (per LSR)				UDL	OCOSL	34.59										
	4 WIRE DS1 DIGITAL LOOP - Zone 1		1	U/L	UDL19	31.10	207.01	141.38	90.70	44.18		20.35	10.54	13.32	13.32		

CATEGORY	UNBUNDLED NETWORK ELEMENT	In/Out	Zone	BOS	USOC	RATES (\$)				OSS RATES (\$)					
						Rate	Nonrecurring		Nonrecurring Disconnect	Svc Order Submitted Manually per LSR	Svc Order Manually per LSR	Incremental Charge - Electronic Order vs Electronic 1st Advt	Incremental Charge - Manual Svc Electronic- Advt	Incremental Charge - Manual Svc Electronic- Advt	Incremental Charge - Manual Svc Electronic- Advt
							First	Advt							
2-WIRE UNBUNDLED COPPER LOOP	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	40.61	207.01	141.38	44.18	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	53.11	207.01	141.38	44.18			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)														
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	31.10	207.01	141.38	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	40.61	207.01	141.38	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	53.11	207.01	141.38	44.18			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)				OCOSL		34.29								
4-WIRE UNBUNDLED COPPER LOOP	2 Wire Unbundled Copper Loop/Short including manual service inquiry & fac. reservation - Statewide		1	SW	UCLPB	12.16	131.99	120.02	10.65	1.41		20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)				UCL		36.52								
	2-Wire Unbundled Copper Loop/Short without manual svc. inquiry and facility reservation - Statewide		1	SW	UCL	12.16	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)				UCL		36.52								
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Statewide		1	SW	UCL2L	12.16	131.99	120.02	10.65	1.41		20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)				UCL		36.52								
	2-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Statewide		1	SW	UCL2W	12.16	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)				UCL		36.52								
	2-Wire Unbundled Copper Loop - Non-Designed - Zone 1		1	UEQ	UEQ2X	13.19	31.99	20.02	10.65	1.41		19.99	19.99	19.99	19.99
	2-Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	17.23	31.99	20.02	10.65	1.41		19.99	19.99	19.99	19.99
4-WIRE UNBUNDLED COPPER LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	22.53	31.99	20.02	10.65	1.41		19.99	19.99	19.99	19.99
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)				UEQ		36.52								
	Engineering Information Document				UEQ		28.80	28.80							
	Loop Testing - Basic 1st Half Hour				UEQ		78.92	78.92							
	Loop Testing - Basic Additional Half Hour				URETA		23.33	23.33							
4-WIRE UNBUNDLED COPPER LOOP	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Statewide		1	SW	UCL4S	12.16	131.99	120.02	10.65	1.41		20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)				UCL		36.52								
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Statewide		1	SW	UCL4W	12.16	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)				UCL		36.52								
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Statewide		1	SW	UCL4L	12.15	131.99	120.02	10.65	1.41		20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)				UCL		36.52								
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Statewide		1	SW	UCL4O	12.16	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)				UCL		36.52								
LOOP MODIFICATION	Unbundled Loop Modification - Removal of Load Coils - 2 Wire pair less than or equal to 18K ft		1	UHL	UHL2G	710.71	23.77								
	Unbundled Loop Modification - Removal of Load Coils - 4 Wire less than or equal to 18K ft		1	UHL	UHL4L	65.40	65.40								

CATEGORY	UNBUNDLED NETWORK ELEMENT	MATERIAL	Zone	BCS	USOC	RATES (\$)						OSS RATES (\$)					
						Rate	Nonrecurrent		Nonrecurrent Disconnect		SOMEC	SOMAN	Incremental Charge - Manual Svc Order - Electronic 1st Admt		SOMAN	SOMAN	Incremental Charge - Manual Svc Order - Electronic 1st Admt
							First	Admt	First	Admt			Electronic 1st Admt	Electronic 1st Admt			
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft		1	UCL	ULMAG		710.71	23.77									
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop		1	UCL, UHL, UCL, UEL, UEL, ULS	ULMBT		65.44	65.44									
SUB-LOOPS																	
Sub-Loop Distribution																	
	Sub-loop - Per Cross Box Location - CLEC Feeder Facility Set-Up		1	UEANL	USBSA		517.25	517.25					20.35	10.54	13.32	13.32	
	Sub-loop - Per Cross Box Location - Per 25 Pair Panel Set-Up		1	UEANL	USBSB		42.68	42.68					20.35	10.54	13.32	13.32	
	Sub-loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up		1	UEANL	USBSC		313.01	313.01					20.35	10.54	13.32	13.32	
	Sub-loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up		1	UEANL	USBSO		108.06	108.06					20.35	10.54	13.32	13.32	
	Sub-loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		SW	UEANL	USBN2		10.02	148.84	112.34	73.14	36.65		20.35	10.54	13.32	13.32	
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair							34.29	34.29								
	Sub-loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4		7.30	147.93	75.11	99.96	16.98		20.35	10.54	13.32	13.32	
	Sub-loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4		9.54	147.93	75.11	99.96	16.98		20.35	10.54	13.32	13.32	
	Sub-loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4		12.47	147.93	75.11	99.96	16.98		20.35	10.54	13.32	13.32	
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair							34.29	34.29								
	Sub-loop 2-Wire Intra-Building Network Cable (INC)		1	UEANL	USBR2		1.35	94.56	29.35	94.41	13.09		20.35	10.54	13.32	13.32	
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair							34.29	34.29								
	Sub-loop 4-Wire Intra-Building Network Cable (INC)		1	UEANL	USBR4		2.26	116.14	37.10	99.96	16.98		20.35	10.54	13.32	13.32	
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair							34.29	34.29								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	USBR2		5.16	110.71	37.89	94.41	13.09		20.35	10.54	13.32	13.32	
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		1	UEF	USBR2		6.74	110.71	37.89	94.41	13.09		20.35	10.54	13.32	13.32	
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	USBR2		8.61	110.71	37.89	94.41	13.09		20.35	10.54	13.32	13.32	
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair							34.29	34.29								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	USBR4		6.52	117.12	44.30	99.96	16.98		20.35	10.54	13.32	13.32	
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	USBR4		8.52	117.12	44.30	99.96	16.98		20.35	10.54	13.32	13.32	
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	USBR4		11.14	117.12	44.30	99.96	16.98		20.35	10.54	13.32	13.32	
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair							34.29									
Sub-loop Feeder																	
	USL-Feeder - DSO Setup per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN, U, CL, UDL, UDC	USBRW		517.25										
	USL-Feeder - DSO Setup per Cross Box location - per 25 pair set-up			UEA, UDN, U, CL, UDL, UDC	USBRW												
	USL-Feeder DS1 Set-up at DSX location, per DS1 termination			UEA, UDN, U, CL, UDL, UDC	USBRZ		42.68	42.68									
	USL-Feeder DS1 Set-up at DSX location, per DS1 termination			UEA, UDN, U, CL, UDL, UDC	USBRZ		531.04	11.34									
	Unbundled Sub-Loop Feeder Loop - 2 Wire Ground-Start, Voice Grade - Statewide		SW	UEA	USBFA		12.05	122.24	85.05	76.35	39.16		20.35	10.54	13.32	13.32	
	Order Coordination for Specified Conversion Time, per LSR							34.29									
	Unbundled Sub-Loop Feeder Loop - 2 Wire Ground-Start, Voice Grade - Statewide		SW	UEA	USBFB		12.05	122.24	85.05	76.35	39.16		20.35	10.54	13.32	13.32	
	Order Coordination for Specified Time Conversion, per LSR							34.29									
	Unbundled Sub-Loop Feeder Loop - 2 Wire Reverse Battery, Voice Grade Loop - Statewide		SW	UEA	USBFC		12.05	122.24	85.05	76.35	39.16		20.35	10.54	13.32	13.32	
	Order Coordination for Specified Conversion Time, per LSR							34.29									
	Unbundled Sub-Loop Feeder Loop - 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBRD		21.52	137.31	61.93	118.04	30.13		20.35	10.54	13.32	13.32	
	Unbundled Sub-Loop Feeder Loop - 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBRD		28.11	137.31	61.93	118.04	30.13		20.35	10.54	13.32	13.32	
	Unbundled Sub-Loop Feeder Loop - 4 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBRD		36.76	137.31	61.93	118.04	30.13		20.35	10.54	13.32	13.32	
	Order Coordination for Specified Conversion Time, per LSR							34.29									
	Unbundled Sub-Loop Feeder Loop - 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	OCOSL		21.52	137.31	61.93	118.04	30.13		20.35	10.54	13.32	13.32	
	Unbundled Sub-Loop Feeder Loop - 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	OCOSL		28.11	137.31	61.93	118.04	30.13		20.35	10.54	13.32	13.32	
	Unbundled Sub-Loop Feeder Loop - 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	OCOSL		36.76	137.31	61.93	118.04	30.13		20.35	10.54	13.32	13.32	

CATEGORY	UNBUNDLED NETWORK ELEMENT	Intram Zone	RCS	USOC	RATES (\$)						OSS RATES (\$)					
					Rate	Nonreturning		Nonreturning Discount		Soc Order Manual Sync Per LSR	Soc Order Manual Sync Monthly per LSR	Incremental Charge - Manual Sync Order v.s. Electronic-1st	Incremental Charge - Manual Sync Order v.s. Electronic-Adst	Incremental Charge - Manual Sync Order v.s. Electronic-1st	Incremental Charge - Manual Sync Order v.s. Electronic-Adst	
						Per M	Adst	Per M	Adst							
Unbundled Network Terminating Wire (UNTW)	Order Coordination For Specified Conversion Time Per LSR		UEA	OCOSL		34.29										
	Unbundled Sub-loop Feeder Loop - 2-Wire ISDN BRI - Zone 1	1	UDN	USBFF	16.11	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99	
	Unbundled Sub-loop Feeder Loop - 2-Wire ISDN BRI - Zone 2	2	UDN	USBFF	21.64	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99	
	Unbundled Sub-loop Feeder Loop - 2-Wire ISDN BRI - Zone 3	3	UDN	USBFF	27.57	142.83	67.45	104.64	18.53			19.99	19.99	19.99	19.99	
	Order Coordination For Specified Conversion Time Per LSR		UDN	OCOSL		34.29										
	Unbundled Sub-loop Feeder - 2-Wire UDC (DSL compatible)	1	UDC	USBFS	16.11	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99	
	Unbundled Sub-loop Feeder - 2-Wire UDC (DSL compatible)	2	UDC	USBFS	21.04	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99	
	Unbundled Sub-loop Feeder - 2-Wire UDC (DSL compatible)	3	UDC	USBFS	142.83	67.45	104.64	18.53	19.99			19.99	19.99	19.99	19.99	
	Unbundled Sub-loop Feeder Loop - 4-Wire DS1 - Zone 1	1	USL	USBFG	39.74	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
	Unbundled Sub-loop Feeder Loop - 4-Wire DS1 - Zone 2	2	USL	USBFG	51.90	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
Unbundled Network Terminating Wire (UNTW)	Unbundled Sub-loop Feeder Loop - 4-Wire DS1 - Zone 3	3	USL	USBFG	67.86	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
	Order Coordination For Specified Conversion Time Per LSR		USL	OCOSL		34.29										
	Unbundled Sub-loop Feeder - 2-Wire Copper Loop - Zone 1	1	UCL	USBFH	9.52	114.27	38.89	104.64	18.53			19.99	19.99	19.99	19.99	
	Unbundled Sub-loop Feeder Loop - 2-Wire Copper Loop - Zone 2	2	UCL	USBFH	12.43	114.27	38.89	104.64	18.53			19.99	19.99	19.99	19.99	
	Unbundled Sub-loop Feeder Loop - 2-Wire Copper Loop - Zone 3	3	UCL	USBFH	16.26	114.27	38.89	104.64	18.53			19.99	19.99	19.99	19.99	
	Order Coordination For Specified Conversion Time Per LSR		UCL	OCOSL		34.29										
	Unbundled Sub-loop Feeder - Per 4-Wire Copper Loop - Zone 1	1	UCL	USBFJ	14.37	123.41	48.03	110.44	22.53			19.99	19.99	19.99	19.99	
	Unbundled Sub-loop Feeder - Per 4-Wire Copper Loop - Zone 2	2	UCL	USBFJ	18.76	123.41	48.03	110.44	22.53			19.99	19.99	19.99	19.99	
	Unbundled Sub-loop Feeder - Per 4-Wire Copper Loop - Zone 3	3	UCL	USBFJ	24.53	123.41	48.03	110.44	22.53			19.99	19.99	19.99	19.99	
	Order Coordination For Specified Conversion Time per LSR		UCL	OCOSL		34.29										
Unbundled Network Terminating Wire (UNTW)	Unbundled Sub-loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	1	UDL	USBFN	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
	Unbundled Sub-loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	2	UDL	USBFN	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
	Unbundled Sub-loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	3	UDL	USBFN	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
	Unbundled Sub-loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1	1	UDL	USBFO	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
	Unbundled Sub-loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2	2	UDL	USBFO	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
	Unbundled Sub-loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3	3	UDL	USBFO	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
	Order Coordination For Specified Conversion Time per LSR		UDL	OCOSL		34.29										
	Unbundled Sub-loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1	1	UDL	USBFP	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
	Unbundled Sub-loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2	2	UDL	USBFP	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
	Unbundled Sub-loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3	3	UDL	USBFP	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
Unbundled Network Terminating Wire (UNTW)	Order Coordination For Specified Conversion Time per LSR		UDL	OCOSL		34.29										
	Unbundled Sub-loop Feeder - DS3 - Per Mile Per Month		UE3	1LSL	14.11											
	Unbundled Sub-loop Feeder - DS3 - Facility Termination Per Month		UE3	USBF1	33.26	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32		
	Unbundled Sub-loop Feeder - STS-1 - Per Mile Per Month		UDLSX	1LSL	14.11											
	Unbundled Sub-loop Feeder - STS-1 - Facility Termination Per Month		UDLSX	USBF7	359.02	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32		
	Unbundled Sub-loop Feeder - OC-3 - Per Mile Per Month		UDLO3	1LSL	10.71											
	Unbundled Sub-loop Feeder - OC-3 - Facility Termination Protection Per Month		UDLO3	USBF5	56.64											
	Unbundled Sub-loop Feeder - OC-3 - Facility Termination Protection Per Month		UDLO3	USBF2	546.31	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32		
	Unbundled Sub-loop Feeder - OC-12 - Per Mile Per Month		UDL12	1LSL	13.18											
	Unbundled Sub-loop Feeder - OC-12 - Facility Termination Protection Per Month		UDL12	USBF6	639.98											
Unbundled Network Terminating Wire (UNTW)	Unbundled Sub-loop Feeder - OC-12 - Facility Termination Protection Per Month		UDL12	USBF3	1,697.00	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32		
	Unbundled Sub-loop Feeder - OC-48 - Per Mile Per Month		UDL48	1LSL	43.22											
	Unbundled Sub-loop Feeder - OC-48 - Facility Termination Protection Per Month		UDL48	USBF9	320.36											
	Unbundled Sub-loop Feeder - OC-48 - Facility Termination Protection Per Month		UDL48	USBF4	1,457.00	3,576.00	407.68	165.17	501.31			20.35	10.54	13.32		
	Unbundled Sub-loop Feeder - OC-12 Interface On OC-48		UDL48	USBF8	361.44	789.41	407.68	165.17	501.31							
	Unbundled Sub-loop Modification - 2-W Copper Dist Load Coil Equip Removal per 2-W PR		UEF	ULM2X		335.35	7.82					20.34	10.54	13.32	13.32	
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil Equip Removal per 4-W PR		UEF	ULM4X		335.36	7.82					20.45	10.54	13.32	13.32	
	Unbundled Sub-loop Modification - 2-W/4-W Copper Dist Bridged Tap Removal, per PR unbundled		UEF	ULM4T		528.48	9.74					20.35	10.54	13.32	13.32	
	Unbundled Network Terminating Wire (UNTW) per Pair		UENTW	UEPNP		0.45	2.48	2.48				20.35	10.54	13.32	13.32	

CATEGORY	UNBUNDLED NETWORK ELEMENT	Main	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
						Rec	Nonrecurring		Termination Disconnect	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							Flat	Add'l							
Network Interface Device (NID)	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		89.69	54.56				20.35	10.54	13.32	13.32
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		129.65	94.51				20.35	10.54	13.32	13.32
	Network Interface Device (NID) - 2 W			UENTW	UND02		0.74	0.74				20.35	10.54	13.32	13.32
	Network Interface Device (NID) - 4W			UENTW	UND04		0.74	0.74				20.35	10.54	13.32	13.32
	Network Interface Device (NID) - 4W			UENTW	UND04		0.74	0.74				20.35	10.54	13.32	13.32
UNBUNDLED LOOP CONCENTRATION	Loop Channelization System			ULC	ULCCS		307.07	307.34	74.37	4.18		20.35	10.54	13.32	13.32
	CO Channel Interface - 2-Wire Voice Grade			ULC	ULCC2		1.20	9.57	9.52	8.66	8.60	20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System A (TR008)			ULC	ULC18A		500.18	613.60	613.60			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System B (TR008)			ULC	ULC18B		54.82	255.67	255.67			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System A (TR303)			ULC	ULC13A		539.00	613.60	613.60			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System B (TR303)			ULC	ULC13B		92.37	255.67	255.67			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	ULC1CO		6.23	74.39	53.07	30.23	8.46	20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULC1C1		8.46	8.69	8.65	9.71	8.65	20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULC1CU		8.46	8.69	8.65	9.71	8.65	20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - 2-Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULC1C2		2.32	8.69	8.65	9.71	8.65	20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - 4-Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULC1CR		12.45	8.69	8.65	9.71	8.65	20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - TEST CIRCUIT Card			UEA	ULC1C4		7.53	8.69	8.65	9.71	8.65	20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULC1C7		35.77	8.69	8.65	9.71	8.65	20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULC1C5		11.03	8.69	8.65	9.71	8.65	20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULC1C6		11.03	8.69	8.65	9.71	8.65	20.35	10.54	13.32	13.32
UNE OTHER - PROVISIONING ONLY - NO RATE	Unbundled Loop Concentration - Loop Interface For Digital 19.2 Kbps Data														
HIGH CAPACITY UNBUNDLED LOCAL LOOP	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1LSND		9.19								
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX		374.24	595.67	304.50	234.63	170.16	36.84	36.84	19.01	19.01

CATEGORY	UNBUNDLED NETWORK ELEMENT	Interim	Zone	RCS	USOC	RATES (\$)						OSS RATES (\$)					
						Rate	Nonrecursing		Nonrecursing Disconnect		Sec Order Submitted Manual Svc per LSH	Sec Order Submitted Manual Svc per LSH	Incremental Charge - Manual Svc Order - Electronic-1st Add'l	Incremental Charge - Manual Svc Order - Electronic-1st Add'l	Incremental Charge - Manual Svc Order - Electronic-1st Add'l	Incremental Charge - Manual Svc Order - Electronic-1st Add'l	Incremental Charge - Manual Svc Order - Electronic-1st Add'l
							Fixed	Adm'r	Fixed	Adm'r							
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month				UDLSX 1LSND	9.19											
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month				UDLSX UDLS1	389.35	595.37	304.50	216.82	151.15			36.84	36.84	19.01	19.01	
LOOP MAKE-UP	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)	1			UMK		74.46	74.46									
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)	1			UMK		77.18	77.18									
	Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized)	1			UMK PSUMK		0.6880	0.6880									
LINE SHARING	Line Sharing Splitter, per System 96 Line Capacity	1		US	USDA	100.00	150.00	0.00	150.00	0.00		0.00					
	Line Sharing Splitter, per System 24 Line Capacity	1		US	USDP	25.00	150.00	0.00	150.00	0.00		0.00					
	Line Sharing Splitter, Per System, 8 Line Capacity	1		US	USDP	8.33	150.00	0.00	150.00	0.00		0.00	19.99	10.54	13.32	13.32	
	Line Sharing - per Line Activation	1		US	USDP	0.61	40.00	21.39					19.99	10.54	13.32	13.32	
	Line Sharing - per Subsequent Activity per Line Rearrangement	1		US	USDS		30.00	15.00									
UNBUNDLED TRANSPORT																	
NOTE: INTEROFFICE CHANNEL - DEDICATED TRANSPORT - minimum billing period: below DS3 = one month; DS3 and above four months																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				UITVX 1LSXX	0.0174											
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month				UITVX UITV2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54	
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade Rev Bat. - Per Mile per month				UITVX 1LSXX	0.0174											
	Interoffice Channel - Dedicated Transport - 2-Wire VG Rev Bat. - Facility Termination per month				UITVX UITR2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54	
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month				UITVX 1LSXX	0.0054											
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Facility Termination per month				UITVX UITV4	24.09	37.87	26.02	30.76	13.07			15.08	15.08	8.66	8.66	
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				UITDX 1LSXX	0.0174											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				UITDX UITD5	17.88	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54	
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				UITDX 1LSXX	0.0174											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				UITDX UITD6	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																	
	Interoffice Channel - Dedicated Transport - DS1 - Per Mile per month				UITD1 1LSXX	0.3525											
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month				UITD1 UITF1	77.86	112.40	76.27	19.55	14.99			20.35	21.09	9.80	10.54	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3																	
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month				UITD3 1LSXX	2.34											
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month				UITD3 UITF3	848.99	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - STS-1																	
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month				UITS1 1LSXX	2.34											
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month				UITS1 UITFS	849.30	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01	
LOCAL CHANNEL - DEDICATED TRANSPORT																	
NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3 = one month; DS3 and above four months																	
	Local Channel - Dedicated - 2-Wire Voice Grade Per Month				ULDVX ULDDV2	19.43	199.33	24.16	54.81	4.80			20.35	10.54	13.32	13.32	
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat Per Month				ULDVX ULDD2	19.43	199.33	24.16	54.81	4.80			20.35	10.54	13.32	13.32	

CATEGORY	UNBUNDLED NETWORK ELEMENT	Market	Zone	RCS	USDC	RATES (\$)										OSS RATES (\$)									
						Rate	Nonrecursing			Nonrecursing Discounts			Sic Order Submitted per LSR	Sic Order Submitted Manually per LSR	Incremental Charge - Manual Sync Order vs. Electronic-Init	Incremental Charge - Manual Sync Order vs. Electronic-Advt	Incremental Charge - Manual Sync Order vs. Electronic-Disc	Incremental Charge - Manual Sync Order vs. Electronic-Advt							
							First	Advt	Advt	First	Advt	Advt													
	Local Channel - Dedicated - 4-Wire Voice Grade per month		UNDVX	ULDV4	20.56	201.53	24.83	55.52	5.51																
	Local Channel - Dedicated - DS1 per month		ULD01	ULDF1	40.99	277.35	23.26	33.18	22.30																
	Local Channel - Dedicated - DS3 - Per Mile per month		ULD03	1LSNC	7.15																				
	Local Channel - Dedicated - DS3 - Facility Termination per month		ULD03	ULDF3	611.30	595.37	304.50	215.82	151.15																
	Local Channel - Dedicated - STS-1 - Per Mile per month		ULD01	1LSNC	7.15																				
	Local Channel - Dedicated - STS-1 - Facility Termination per month		ULD01	ULDFS	599.99	588.07	297.20	215.82	151.15																
	Channelization - DS1 to DS0 Channel System		UXT01																						
	OCU-UP COCI (data) - DS1 to DS0 Channel System - per month (2.45405)		UDL	MO1	80.77	141.67	77.11	44.47	42.62																
	2-wire ISDN COCI (BRI-E) - DS1 to DS0 Channel System - per month		UDN	UC1CA	1.82	6.07	4.66																		
	Voice Grade COCI - DS1 to DS0 Channel System - per month		UEA	1D1VG	3.10	6.07	4.66																		
	DS3 to DS1 Channel System per month		UXT03	MO3	222.98	308.03	108.47	6.34	4.23																
	STS1 to DS1 Channel System per month		UXT01	MO3	222.98	308.03	108.47	6.34	4.23																
	DS3 Interface Unit (DS1 COCI) used with Loop per month		USL	UC1D1	17.58	6.07	4.66																		
DARK FIBER	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel		UDF	1LSDC	53.23																				
	NRC Dark Fiber - Local Channel		UDF	UDFC4		1,219.22	169.75	453.22	339.34																
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interface Channel		UDF	1LSDF	53.23																				
	NRC Dark Fiber - Interface Channel		UDF	UDF14		1,219.22	169.75	453.22	339.34																
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop		UDF	1LSOL	53.23																				
TRANSPORT OTHER	NRC Dark Fiber - Local Loop		UDF	UDFL4		1,219.22	169.75	453.22	339.34																
8XX ACCESS TEN DIGIT SCREENING	Clear Channel Capability (882/ESF) Option - Subsequent - per DS1 Channel		UNCIX	CCOEF		185.16	23.85	2.03	0.79																
	Clear Channel Capability (882/ESF) Option - Subsequent - per DS1 Channel		UNCIX	CCOSF		185.16	23.85	2.03	0.79																
	8XX Access Ten Digit Screening, Per Call		OHO		0.0005192																				
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved		OHO	NBR1X		5.21	0.76																		
	8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations		OHO			11.47	1.46	7.34	0.7602																
LINE INFORMATION DATA BASE ACCESS (LDB)	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number Requested Per 8XX No.		OHO	NBRFX		11.47	1.46	7.34	0.7602																
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR		OHO	NBRFX		4.47	2.24																		
	8XX Access Ten Digit Screening, Change Charge Per Request		OHO	NBRFX		5.23	3.00																		
	8XX Access Ten Digit Screening, Call Handling and Destination Features		OHO	NBRFX		5.97	0.76																		
			OHO	NBRFX		4.47																			
SIGNALING (CCS7)	LDB Common Transport Per Query		OQT		0.0000354																				
	LDB Validation Per Query		OQU		0.0117403																				
	LDB Origination Point Code Establishment or Change		OQT																						
			OQU	NRPBX		49.03																			
SIGNALING (CCS7)	CCS7 Signaling Termination, Per STP Port		UDB	PTBSX	138.41																				
	CCS7 Signaling Usage, Per TCAP Message		UDB		0.0000916																				
	CCS7 Signaling Connection, Per link (A link)		UDB	TRP++	130.84																				
	CCS7 Signaling Connection, Per link (B link) (also known as D link)		UDB	TRP++	130.84																				
	CCS7 Signaling Usage, Per ISUP Message		UDB	STUS6	352.30																				
	CCS7 Signaling Usage, per link per LATA		UDB																						
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected		UDB	CCAP0	40.00																				
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, per STP affected		UDB	CCAP0	40.00																				

CATEGORY	UNBUNDLED NETWORK ELEMENT	Intratin	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)						
						Rec	Nonrecurring		Nonrecurring Discount	SOMEC	SOMAN	Incremental Change - Manual Svc Order vs. Electronic-It	Incremental Change - Manual Svc Order vs. Electronic-It Add'l	Incremental Change - Manual Svc Order vs. Electronic-It Add'l		
							First	Add'l							First	Add'l
ES11 SERVICE																
CALLING NAME (CNAM) SERVICE	CNAM for DB Owners, Per Query			OCV												
	CNAM for Non DB Owners, Per Query			OCV												
	CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OCV	CDDCH		595.00	595.00				20.35	20.35	13.28	13.28	
LNP QUERY SERVICE																
OPERATOR CALL PROCESSING																
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LDB					1.20										
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LDB					1.24										
	Oper. Call Processing - Fully Automated, per Call - Using BST LDB					0.20										
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LDB					0.20										
INWARD OPERATOR SERVICES																
	Inward Operator Services - Verification, Per Call					1.00										
	Inward Operator Services - Verification and Emergency Intempr. - Per Call					1.95										
BRANDING - OPERATOR CALL PROCESSING																
	Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00				19.99	19.99	19.99	19.99	
	Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		500.00	500.00				19.99	19.99			
	Loading of OA per UNEP CLEC						1,200.00	1,200.00								
	Loading of OA per OCN (Regional)															
DIRECTORY ASSISTANCE SERVICES																
DIRECTORY ASSISTANCE ACCESS SERVICE						0.25										
	Directory Assistance Access Service Calls, Charge Per Call															
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DAC)																
	Directory Assistance Call Completion Access Service (DAC), Per Call Attempt					0.10										
DIRECTORY TRANSPORT																
	SVA Common Transport per Directory Assistance Access Service Call					0.0003										
	SVA Common Transport per Directory Assistance Access Service Call Mile					0.00004										
	Access Taken Switching per Directory Assistance Access Service Call					0.00055										
	DS3 to DS1 Multiplexer per DA Access Service Call					0.00018										
DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
	Directory Assistance Data Base Service Charge Per Listing					0.04										
	Directory Assistance Data Base Service, per month				DBSOF	150.00										
BRANDING - DIRECTORY ASSISTANCE																
	Facility Based CLEC															
	Recording and Provisioning of DA Custom Branded Announcement				AMT		6,000.00	6,000.00								
	Loading of Custom Branded Announcement per DRAM Card/Switch				AMT		1,170.00	1,170.00								
	Recording of DA Custom Branded Announcement				CBAOC		3,000.00	3,000.00								
	Recording of DA Custom Branded Announcement						1,170.00	1,170.00								
	Unbranding via OLNS for UNEP CLEC						420.00	420.00								
	Loading of DA per OCN (1 OCN per Order)						16.00	16.00								
	Loading of DA per Switch per OCN															
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		179.60	179.60				30.89	7.03			
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Cost				CLO	EAF	2,848.30	2,848.30								

CATEGORY	UNBUNDLED NETWORK ELEMENT	Intram Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
					Rate	Nonrecursing		Nonrecursing Disconnect	Svc Order Submitted Monthly per LSR	Svc Order Submitted Monthly per LSR	Incremental Charge - Manual Svc Electronic 1st	Incremental Charge - Manual Svc Electronic 1st	Incremental Charge - Manual Svc Electronic 1st	Incremental Charge - Manual Svc Electronic 1st
						First	ADDT							
	Virtual Collocation - Cable Installation Cost, per cable		CLO	ESPCX		2,750.00	2,750.00							
	Virtual Collocation - Floor Space, per sq. ft.		CLO	ESPVX										
	Virtual Collocation - Power, per breaker amp		CLO	ESPVX										
	Virtual Collocation - Cable Support Structure, per entrance cable		CLO	ESPSX		13.35								
	Virtual Collocation - 2-Fiber Cross Connects		CLO	CNC2F		15.64								
	Virtual Collocation - 4-Fiber Cross Connects		CLO	CNC4F		28.11								
	Virtual Collocation - DS1 Cross Connects		USL,UL	CNC1X		1.319								
	Virtual Collocation - DS3 Cross Connects		C, CLO, USL,UL	CNC3X		56.25								
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot		AMTFS	PETES		0.0031								
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft		AMTFS	PETDS		0.0045								
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure per cable		AMTFS			555.03								
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable		AMTFS			555.03								
	Virtual Collocation - Security Escort - Basic, per half hour		CLO	SPTBX		41.00								
	Virtual Collocation - Security Escort - Premium, per half hour		CLO	SPTOX		48.00								
	Virtual Collocation - Security Escort - Premium, per half hour		CLO	SPTPX		55.00								
	Virtual Collocation - Maintenance in CO - Basic, per half hour		CLO	CTRLX		30.64								
	Virtual Collocation - Maintenance in CO - Overtime, per half hour		CLO	SPTOM		35.77								
	Virtual Collocation - Maintenance in CO - Premium per half hour		CLO	SPTPM		40.90								
VIRTUAL COLLOCATION	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade Res		UEPRX	PEIR2		19.20					19.99	19.99	19.99	19.99
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX		UEPSP	VEIR2		19.20					19.99	19.99	19.99	19.99
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX		UEPSE	VEIR2		19.20					19.99	19.99	19.99	19.99
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus		UEPSS	VEIR2		19.20					19.99	19.99	19.99	19.99
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN		UEPSX	VEIR2		19.20					19.99	19.99	19.99	19.99
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN		UEPTX	VEIR2		19.20					19.99	19.99	19.99	19.99
	Virtual Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire DS1		UEPID	VEIR4		19.20					19.99	19.99	19.99	19.99
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1		UEPEX	VEIR4		19.20					19.99	19.99	19.99	19.99
AN SELECTIVE CARRIER ROUTING	Regional Service Establishment		SRC	SRCCE		391,788.00					19.99	19.99	19.99	19.99
	End Office Establishment		SRC	SRCOE		320.53					19.99	19.99	19.99	19.99
	LinePort NRC, per end user		SRC	SRCIP		2.06					19.99	19.99	19.99	19.99
	Query NRC, per query		SRC			0.000448								
AN - BELLSOUTH AN SMS ACCESS SERVICE	AN SMS Access Service - Service Establishment, Per State, Initial Setup		CANSE			135.56					20.35	20.35	13.28	13.28
	AN SMS Access Service - Port Connection - Dial/Shared Access		CAMPD			41.75					20.35	20.35	13.28	13.28
	AN SMS Access Service - Port Connection - ISDN Access		CAMTP			41.75					20.35	20.35	13.28	13.28
	AN SMS Access Service - User Identification Codes - Per User ID Code		CANAU			96.63					20.35	20.35	13.28	13.28
	AN SMS Access Service - Security Land, Per User ID Code, Initial or Replacement		CANMC			113.07					20.35	20.35	13.28	13.28
	AN SMS Access Service - Storage, Per Unit (100 Kibibytes)					0.0820123								
	AN SMS Access Service - Session, Per Minute					2.27								
AN - BELLSOUTH AN TOOLKIT SERVICE														

Unbundled Network Elements
TENNESSEE

Attachment 2
Exhibit C

CATEGORY	UNBUNDLED NETWORK ELEMENT	Intratum	Zone	RCS	USOC	RATES (\$)				OSS RATES (\$)					
						Rec	Nonrecuring		Nonrecuring Disconnected	Sec Order Standard Rate per LSR	Sec Order Manual Rate per LSR	Incremental Change - Manual Sec Order x1st Add'l	Incremental Change - Manual Sec Order x1st Add'l	Incremental Change - Manual Sec Order x1st Add'l	Incremental Change - Manual Sec Order x1st Add'l
							Fixed	Advt							
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup				BAPSC		132.04	132.04				20.35	20.35	13.28	13.28
	AIN Toolkit Service - Training Session, Per Customer				BAPVX		7,915.00	7,915.00				20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt				BAPTT		31.21	31.21				20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay Immediate				BAPTD		31.21	31.21				20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook				BAPTM		31.21	31.21				20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-0101 POP				BAPTO		85.24	85.24				20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		85.24	85.24				20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTE		85.24	85.24				20.35	20.35	13.28	13.28
	AIN Toolkit Service - Query Charge, Per Query														
	AIN Toolkit Service - Type 1 Mode Charge, Per AIN Toolkit Subscription, Per Node, Per Query						0.0054774								
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes						1.50								
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription				BAPMS		17.43	33.52	33.52			20.35	20.35	13.28	13.28
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription				BAPLS		0.1321116	36.23	36.23			20.35	20.35	13.28	13.28
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription				BAPDS		17.35	33.52	33.52			20.35	20.35	13.28	13.28
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription				BAPES		0.0511435	36.23	36.23			20.35	20.35	13.28	13.28
ODU/EDOU/ADU/FCMD/S															
	ADU/F: Message Processing, per message						0.004								
	ADU/F: Data Transmission (CONNECT/DIRECT), per message						0.001								
	EDOU/F: Message Processing, per message						0.004								
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message						0.0000044								
	ODUF: Message Processing, per message						0.0027366								
	ODUF: Message Processing, per Magnetic Tape provisioned						52.75								
	ODUF: Data Transmission (CONNECT/DIRECT), per message						0.0000339								
ENHANCED EXTENDED LINK (EELs)															
NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA;															
NOTE: Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As is Charge.															
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNEs. A Switch As is Charge applies to currently combined facilities converted to UNEs. (Non-recuring rates do not apply.)															
NOTE: In GA, TN, KY, & LA, the EEL network elements apply to ordinarily combined network elements (No Switch As is Charge.)															
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 2-Wire VG Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 1		1		UNCVX UEAL2		16.56	108.76	35.47	72.94	10.86	20.35	21.09	9.80	10.54
	First 2-Wire VG Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 2		2		UNCVX UEAL2		21.63	108.76	35.47	72.94	10.86	20.35	21.09	9.80	10.54
	First 2-Wire VG Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 3		3		UNCVX UEAL2		28.28	108.76	35.47	72.94	10.86	20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated, DS1 combination - Per Mile per month				UNCVX 1LSXX		0.3525								
	Interoffice Transport - Dedicated, DS1 combination - Facility Termination per month				UNCVX U1TF1		77.86	171.24	113.12	70.07	30.80	20.35	21.09	9.80	10.54
	DS1 Centralization System Per Month				UNCVX M01		80.77	214.52	48.95	75.95	13.60	20.35	21.09	9.80	10.54
	Voice Grade COCL-DS1 1.9 DSO Interface - Per Month				UNCVX 10TVG		0.91	5.70	4.42						
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 1		1		UNCVX UEAL2		16.56	108.76	35.47	72.94	10.86	20.35	21.09	9.80	10.54

CATEGORY	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
						Rate	Nonrecurring		Nonrecurring Discounted	SOMC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							Flat	Advt							
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
	Voice Grade COCI - DS1 to DSO Channel System combination - per month			UNCVX	10TVG	0.91	5.70	4.42				20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch As-is Change			UNCVX	UNCCC		52.73	24.62	9.12	9.12		20.35	21.09	9.80	10.54
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.25	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.17	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCVX	115XX	0.3525	117.24	113.12	70.07	30.90		20.35	21.09	9.80	10.54
	Channelization - Channel System DS1 to DSO combination Per Month			UNCVX	117F1	77.86	214.52	49.95	75.98	13.60					
	Voice Grade COCI - DS1 to DSO Channel System combination - per month			UNCVX	10TVG	0.91	5.70	4.42				20.35	21.09	9.80	10.54
4-WIRE 56 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.25	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.17	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
	Voice Grade COCI - DS1 to DSO Channel System combination - per month			UNCVX	10TVG	0.91	5.70	4.42				20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch As-is Change			UNCVX	UNCCC		52.73	24.62	9.12	9.12		20.35	21.09	9.80	10.54
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCDX	115XX	0.3525	117.24	113.12	70.07	30.90		20.35	21.09	9.80	10.54
	Channelization - Channel System DS1 to DSO combination Per Month			UNCDX	117F1	77.86	214.52	49.95	75.98	13.60					
4-WIRE 64 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)	Additional 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
	Additional 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
	Additional 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCDX	115XX	0.3525	117.24	113.12	70.07	30.90		20.35	21.09	9.80	10.54
	Channelization - Channel System DS1 to DSO combination Per Month			UNCDX	117F1	77.86	214.52	49.95	75.98	13.60					
	Channelization - Channel System DS1 to DSO Channel System - per month (2.4-6.4Kbs)			UNCDX	10TDD	1.82	5.70	4.42				20.35	21.09	9.80	10.54
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
	OCU-DP COCI (data) - DS1 to DSO Channel System - combination per month (2.4-6.4Kbs)			UNCDX	10TDD	1.82	5.70	4.42				20.35	21.09	9.80	10.54

CATEGORY	UNBUNDLED NETWORK ELEMENT	Intrm	Zone	BSC	USOC	RATES (\$)				OSS RATES (\$)							
						Rec	Nonrecurrent		Nonrecurrent/Discontinued	SOMEC	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st
							First	Advt									
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCIX	UDL64	31.10	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54		
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCIX	UDL64	40.61	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54		
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCIX	UDL64	53.11	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54		
	OCU-DP COC1 (data) - DS1 to DS0 Channel System combination - per month (2.4 64Kbs)			UNCIX	1010D	1.82	5.70	4.42									
	Nonrecurrent Currently Combined Network Elements Switch - As-is Change			UNCIX	UNCXC		52.73	24.62	9.12	9.12		20.35	21.09	9.80	10.54		
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNCIX	USLXX	57.73	228.40	161.74	79.87	24.88		20.35	21.09	9.80	10.54		
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNCIX	USLXX	75.40	228.40	161.74	79.87	24.88		20.35	21.09	9.80	10.54		
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNCIX	USLXX	98.59	228.40	161.74	79.87	24.88		20.35	21.09	9.80	10.54		
	Interface Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCIX	1LSXX	0.3255											
	Interface Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNCIX	U1TF1	77.86	171.24	113.12	70.07	30.90		20.35	21.09	9.80	10.54		
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)	Nonrecurrent Currently Combined Network Elements Switch - As-is Change			UNCIX	UNCXC		52.73	24.62	9.12	9.12		20.35	21.09	9.80	10.54		
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNCIX	USLXX	57.73	228.40	161.74	79.87	24.88		20.35	21.09	9.80	10.54		
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNCIX	USLXX	75.40	228.40	161.74	79.87	24.88		20.35	21.09	9.80	10.54		
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNCIX	USLXX	98.59	228.40	161.74	79.87	24.88		20.35	21.09	9.80	10.54		
	Interface Transport - Dedicated - DS3 combination - Per Mile Per Month			UNCIX	1LSXX	2.34											
2-WIRE VOICE GRADE EXTENDED LOOP/2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)	Nonrecurrent Currently Combined Network Elements Switch - As-is Change			UNCIX	UNCXC		52.73	24.62	9.12	9.12		20.35	21.09	9.80	10.54		
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCIX	UEAL2	16.56	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54		
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCIX	UEAL2	21.63	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54		
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCIX	UEAL2	28.28	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54		
	Interface Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month			UNCIX	U1TV2	0.0174											
4-WIRE VOICE GRADE EXTENDED LOOP/4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)	Nonrecurrent Currently Combined Network Elements Switch - As-is Change			UNCIX	UNCXC		52.73	24.62	9.12	9.12		20.35	21.09	9.80	10.54		
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCIX	UEAL4	24.70	108.75	35.47	72.94	10.85		20.35	21.09	9.80	10.54		
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCIX	UEAL4	32.25	108.75	35.47	72.94	10.85		20.35	21.09	9.80	10.54		
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCIX	UEAL4	42.17	108.75	35.47	72.94	10.85		20.35	21.09	9.80	10.54		
	Interface Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month			UNCIX	U1TV4	0.0054											
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)	Nonrecurrent Currently Combined Network Elements Switch - As-is Change			UNCIX	UNCXC		52.73	24.62	9.12	9.12		20.35	21.09	9.80	10.54		
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNCIX	1LSND	9.19											
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNCIX	UE9PX	374.24	240.23	180.87	106.78	45.24							
	Interface Transport - Dedicated - DS3 - Per Mile per month			UNCIX	1LSXX	2.34											
	Interface Transport - Dedicated - DS3 - Per Mile per month			UNCIX	1LSXX	2.34											

CATEGORY	UNBUNDLED NETWORK ELEMENT	Intra- Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)							
					Nonrecuring		Nonrecuring Discount		Svc Order Submitted per LSR	Svc Order Submitted per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Advt	Incremental Charge - Manual Svc Order vs. Electronic- Advt	Incremental Charge - Manual Svc Order vs. Electronic- Advt	Incremental Charge - Manual Svc Order vs. Electronic- Advt	Incremental Charge - Manual Svc Order vs. Electronic- Advt	Incremental Charge - Manual Svc Order vs. Electronic- Advt
					Rate	Advt	Rate	Advt								
STIS DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month		UNCCX	U1TF3	848.99	428.01	153.61	64.43	35.43							
	Nonrecuring Currently Combined Network Elements Switch Axis Charge		UNCCX	UNCCC		52.73	24.62	9.12	9.12							
	High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month		UNCCX	U1LSD	9.19											
	High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month		UNCCX	U1LSD	389.35	240.23	180.87	106.78	45.24							
	Interoffice Transport - Dedicated - STS1 combination - Per Mile per month		UNCCX	U1LSD	2.34											
2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)	Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month		UNCCX	U1TF3	849.30	428.01	153.61	64.43	35.43							
	Nonrecuring Currently Combined Network Elements Switch Axis Charge		UNCCX	UNCCC		52.73	24.62	9.12	9.12							
	First 2-Wire ISDN Loop in a DS1 Interoffice Transport Combination - Zone 1		UNCCX	U1L2X	22.00	108.76	35.47	72.94	10.86							
	First 2-Wire ISDN Loop in a DS1 Interoffice Transport Combination - Zone 2		UNCCX	U1L2X	29.02	108.76	35.47	72.94	10.86							
	First 2-Wire ISDN Loop in a DS1 Interoffice Transport Combination - Zone 3		UNCCX	U1L2X	37.95	108.76	35.47	72.94	10.86							
4-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month		UNCCX	U1TF3	77.86	171.24	113.12	70.07	30.90							
	Channelization - Channel System DS1 to DS0 combination - per month		UNCCX	MO1	80.77	49.95	75.98	13.60								
	2-Wire ISDN COC1 (BRIE) - DS1 to DS0 Channel System combination - per month		UNCCX	UC1GA	3.10	6.16	0.60									
	Additional 2-Wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1		UNCCX	U1L2X	22.00	108.76	35.47	72.94	10.86							
	Additional 2-Wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2		UNCCX	U1L2X	29.02	108.76	35.47	72.94	10.86							
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)	Additional 2-Wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3		UNCCX	U1L2X	37.95	108.76	35.47	72.94	10.86							
	2-Wire ISDN COC1 (BRIE) - DS1 to DS0 Channel System combination - per month		UNCCX	UC1GA	3.10	6.16	0.60									
	Nonrecuring Currently Combined Network Elements Switch Axis Charge		UNCCX	UNCCC		52.73	24.62	9.12	9.12							
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		UNCCX	USLXX	57.73	228.40	161.74	79.87	24.88							
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		UNCCX	USLXX	75.40	228.40	161.74	79.87	24.88							
4-WIRE 56 Kbps DIGITAL EXTENDED LOOP WITH 56 Kbps INTEROFFICE TRANSPORT (EEL)	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		UNCCX	USLXX	98.59	228.40	161.74	79.87	24.88							
	Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month		UNCCX	U1LXX	2.34											
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination		UNCCX	U1TF3	849.30	428.01	153.61	64.43	35.43							
	STS1 to DS1 Channel System combination per month		UNCCX	MO3	222.98	428.01	153.61	64.43	25.43							
	Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		UNCCX	USLXX	57.73	228.40	161.74	79.87	24.88							
4-WIRE 64 Kbps DIGITAL EXTENDED LOOP WITH 64 Kbps INTEROFFICE TRANSPORT (EEL)	Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		UNCCX	USLXX	75.40	228.40	161.74	79.87	24.88							
	Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		UNCCX	USLXX	98.59	228.40	161.74	79.87	24.88							
	Interoffice Transport - Dedicated - 4-Wire 56 kbps combination - Per Mile		UNCCX	U1LXX	0.174											
	Interoffice Transport - Dedicated - 4-Wire 56 kbps combination - Facility Termination		UNCCX	U1TF3	22.10	58.54	38.32	13.98	8.59							
	Nonrecuring Currently Combined Network Elements Switch Axis Charge		UNCCX	UNCCC		52.73	24.62	9.12	9.12							
4-WIRE 64 Kbps DIGITAL EXTENDED LOOP WITH 64 Kbps INTEROFFICE TRANSPORT (EEL)	4-Wire 56 kbps Loop/4-Wire 56 kbps Interoffice Transport Combination - Zone 1		UNCCX	UDL56	31.10	108.76	35.47	72.94	10.86							
	4-Wire 56 kbps Loop/4-Wire 56 kbps Interoffice Transport Combination - Zone 2		UNCCX	UDL56	40.61	108.76	35.47	72.94	10.86							
	4-Wire 56 kbps Loop/4-Wire 56 kbps Interoffice Transport Combination - Zone 3		UNCCX	UDL56	53.11	108.76	35.47	72.94	10.86							
	Interoffice Transport - Dedicated - 4-Wire 56 kbps combination - Per Mile		UNCCX	U1LXX	0.174											
	Interoffice Transport - Dedicated - 4-Wire 56 kbps combination - Facility Termination		UNCCX	U1TF3	22.10	58.54	38.32	13.98	8.59							
4-WIRE 64 Kbps DIGITAL EXTENDED LOOP WITH 64 Kbps INTEROFFICE TRANSPORT (EEL)	Nonrecuring Currently Combined Network Elements Switch Axis Charge		UNCCX	UNCCC		52.73	24.62	9.12	9.12							
	4-Wire 64 kbps Loop/4-Wire 64 kbps Interoffice Transport Combination - Zone 1		UNCCX	UDL64	31.10	108.76	35.47	72.94	10.86							
	4-Wire 64 kbps Loop/4-Wire 64 kbps Interoffice Transport Combination - Zone 2		UNCCX	UDL64	40.61	108.76	35.47	72.94	10.86							
	4-Wire 64 kbps Loop/4-Wire 64 kbps Interoffice Transport Combination - Zone 3		UNCCX	UDL64	53.11	108.76	35.47	72.94	10.86							
	Interoffice Transport - Dedicated - 4-Wire 56 kbps combination - Facility Termination		UNCCX	U1LXX	0.174											

Unbundled Network Elements
TENNESSEE

Attachment 2
Exhibit C

CATEGORY	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
						Recurring	Nonrecurring	Disconnection	Adm	SOMEC	SOMAN	Incremental Charge - Manual Sync Order vs. Electronic-Adm	Incremental Charge - Manual Sync Order vs. Electronic-Adm	Incremental Charge - Manual Sync Order vs. Electronic-Adm	Incremental Charge - Manual Sync Order vs. Electronic-Adm
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCCX	115XX	0.174									
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCCX	U1TD6	22.10	58.54	38.32	13.98	8.59		20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch As-is Charge			UNCCX	UNCCC	52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
ADDITIONAL NETWORK ELEMENTS															
When used as a part of a currently combined facility, the non-recurring charges do not apply but a Switch As-is charge does apply.															
When used as ordinarily combined network elements in Georgia, the non-recurring charges apply and the Switch As-is charge does not.															
	Node (Synchronous)														
	Node per month			UNCCX	UNCNT	17.11									
Nonrecurring Currently Combined Network Elements "Switch As-is" Charge (One applies to each combination)															
	24-Wire VG Interoffice Channel used in a COMBINATION - "Switch As-is"			UNCCX	UNCCC	52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	Conversion Charge			UNCCX	UNCCC	52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	DS1 Interoffice Channel used in a COMBINATION - "Switch As-is" Conversion Charge			UNCCX	UNCCC	52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	DS3 Interoffice Channel used in a COMBINATION - "Switch As-is" Conversion Charge			UNCCX	UNCCC	52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	ST-1 Interoffice or Local Loop used in a COMBINATION - "Switch As-is" Conversion Charge			UNCCX	UNCCC	52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3-one month, DS3 and above-four months			UNCCX	U1DV2	19.43									
	Local Channel - Dedicated - 2-Wire Voice Grade per month			UNCCX	U1DV4	20.36									
	Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCCX	U1DPT	40.00									
OPERATIONAL SUPPORT SYSTEMS															
NOTE: (1) Electronic Service Order: CLEC-1 should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions															
NOTE: (1) Continued: The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge.															
NOTE: (1) Continued: CLEC-1 may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC-1 may elect the regional electronic service ordering charge.															
NOTE: (2) Manual Service Order charge: disconnect, in the state of Florida, to be billed on a per LSR basis															
	Electronic OSS Charge - per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC	3.50									
The "Zone" shown in the sections for stand-alone loops or trunks as part of a combination refers to Geographically Designated UNE Zones. To view Geographically Designated UNE Zone Designations by Central Office, refer to Internet Website http://www.interconnection.bellsouth.com/become_a_clec/interconnection.htm															
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)															
Exchange Ports															
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
	2-WIRE VOICE GRADE LINE PORT RATES (RES)														
	Exchange Ports - 2-Wire Analog Line Port-Res			UEPSR	UEPRL	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res			UEPSR	UEPRC	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res			UEPSR	UEPRO	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled TN extended local dialing party Port with Caller ID - Res			UEPSR	UEPAQ	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (ACT)			UEPSR	UEPAH	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40

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CATEGORY	UNBUNDLED NETWORK ELEMENT	Minimum	Zone	BCS	USDC	RATES (\$)				OSS RATES (\$)							
						Rate	Nonrecurring		Nonrecurring Discount	SOMEC	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic 1st Admt	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic 1st Admt	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic 1st Admt	SOMAN
							First	Admt									
B.1.7	2-Wire Voice Unbundled PBX LD DDD Terminate Port					1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32		1.40
B.1.7	2-Wire Voice Unbundled PBX LD Terminate Switchboard Port					1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32		1.40
B.1.7	2-Wire Voice Unbundled PBX LD Terminate Switchboard LDD Canale Port					1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32		1.40
B.1.7	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port					1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32		1.40
B.1.7	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port					1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32		1.40
B.1.7	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port					1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32		1.40
B.1.7	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port					1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32		1.40
B.1.7	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port					1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32		1.40
B.1.7	2-Wire Voice Unbundled 2-Way PBX Tennessee Region/Sec Calling Port					1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32		1.40
FEATURES	Subsequent Activity					0.00	0.00	0.00									
FEATURES	All Available Vertical Features					0.00	0.00	0.00					20.35	10.54	13.32		1.40
EXCHANGE PORT RATES (CON)	Exchange Ports - Coin Port					2.11	9.93	9.19	3.66	2.92			20.35	10.54	13.32		1.40
NOTE: Transmission/usage charges associated with POTs circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire SDN ports.																	
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/View Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/View Business Request Process.																	
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
End Office Switching (Port Usage)	End Office Switching Function Per MOU					0.0008041											
Tandem Switching (Port Usage) (Local or Access Tandem)	Tandem Switching Function Per MOU					0.0008778											
Common Transport	Common Transport - Per Mile Per MOU					0.0000064											
Common Transport	Common Transport - Facilities Termination Per MOU					0.0003871											
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																	
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																	
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Con Port/Loop Combinations.																	
For Georgia, Kentucky, Louisiana and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos and the first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos in GA, KY, LA, TN and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																	
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																	
UNE Port/Loop Combination Rates																	
2-Wire VG Loop/Port Combo - Zone 1																	
2-Wire VG Loop/Port Combo - Zone 2																	
2-Wire VG Loop/Port Combo - Zone 3																	
UNE Loop Rates																	
2-Wire Voice Grade Loop (SL1) - Zone 1																	
2-Wire Voice Grade Loop (SL1) - Zone 2																	
2-Wire Voice Grade Loop (SL1) - Zone 3																	
2-Wire Voice Grade Line Port Rates (Res)																	
2-Wire voice unbundled port - residence																	
2-Wire voice unbundled port with Caller ID - res																	
						UEPRX UEPRC	1.70	22.14	15.25	8.45	3.91		30.89	7.93			

CATEGORY	UNBUNDLED NETWORK ELEMENT	Minimum	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
						Rate	Nonrecuring		Nonrecuring Disconnect	Svc Order Submitted Etc per LSR	Svc Order Submitted manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Advt	Incremental Charge - Manual Svc Order vs. Electronic-Advt	Incremental Charge - Manual Svc Order vs. Electronic-Advt	Incremental Charge - Manual Svc Order vs. Electronic-Advt
							Fixed	Advt							
FEATURES	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire voice unbundled Tennessee extended local dialing party port with Caller ID - res			UEPRX	UEPAO	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (ACT)			UEPRX	UEPAH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (ZTR)			UEPRX	UEPAK	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TMF2X)			UEPRX	UEPAN	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPRX	UEPAO	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID (LUM)			UEPRX	UEPAP	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
FEATURES	AI Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				30.89	7.03		
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35									
	NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-on			UEPRX	USAC2		1.03	0.29				30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		1.03	0.29				30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76					7.97			
	ADDITIONAL NRCS														
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)														
	UNE Port/Loop Combination Rates														
FEATURES	2-Wire VG Loop/Port Combo - Zone 1		1			14.18									
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01									
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02									
	UNE Loop Rates														
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48									
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31									
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32									
	2-Wire Voice Grade Line Port (BUS)			UEPRX	UEPLX	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire voice unbundled port without Caller ID - bus			UEPRX	UEPBL	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire voice unbundled port with Caller + E494 ID - bus			UEPRX	UEPRC	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
FEATURES	2-Wire voice unbundled port outgoing only - bus			UEPRX	UEPRC	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire voice unbundled Tennessee extended local dialing party port with Caller ID - bus			UEPRX	UEPAV	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling Port Economy Option (TACC1)			UEPRX	UEPBI	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling Port Standard Option (TACC2)			UEPRX	UEPAC	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling Port Standard Option (TACC2)			UEPRX	UEPAD	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port (B2F)			UEPRX	UEPAF	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35									
	AI Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				30.89	7.03		
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35									
	AI Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				30.89	7.03		

CATEGORY	UNBUNDLED NETWORK ELEMENT	Minimum	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)							
						Rate	Nonrecurring		Nonrecurring Discounted Advt	SOMEC	SOMAN	Incremental Manual Sync Order vs. Electronic-1st	SOMAN	Incremental Manual Sync Order vs. Electronic-1st	SOMAN	Incremental Manual Sync Order vs. Electronic-1st	SOMAN
							First	Advt									
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is				UEPBX USAC2		1.03	0.29					30.89	7.03			
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with Change Database Update				UEPBX USACC		1.03	0.29									
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97				
	2-Wire Voice Grade Loop / Line Port Combination - Subsequent Activity				UEPBX USAS2								30.89	7.03			
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)	2-Wire VG LoopPort Combo - Zone 1		1			14.18											
	2-Wire VG LoopPort Combo - Zone 2		2			18.01											
	2-Wire VG LoopPort Combo - Zone 3		3			23.02											
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	12.48											
2-Wire Voice Grade Line Port Rates (RES - PBX)	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	16.31											
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	21.32											
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.50											
FEATURES	AI Features Offered			UEPRG	UEPVF	0.00	0.00	0.00					30.89	7.03			
	2-Wire Voice Grade Loop / Line Port Combination (PBX) - Conversion - Switch-as-is			UEPRG	USAC2		1.03	0.29					30.89	7.03			
	2-Wire Voice Grade Loop / Line Port Combination (PBX) - Conversion - Switch with Change Database Update			UEPRG	USACC		1.03	0.29					30.89	7.03			
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97				
ADDITIONAL NRCs	2-Wire Voice Grade Loop / Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00					30.89	7.03			
	PBX Subsequent Activity - Change/Reconfigure Multiple Hunt Group						14.64	14.64					19.99	19.99			19.99
	2-Wire Voice Grade Loop with 2-Wire Line Port (BUS - PBX)																
	2-Wire VG LoopPort Combo - Zone 1		1			14.18											
UNE Port/Loop Combination Rates	2-Wire VG LoopPort Combo - Zone 2		2			18.01											
	2-Wire VG LoopPort Combo - Zone 3		3			23.02											
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	12.48											
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	16.31											
UNE Loop Rates	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	21.32											
	2-Wire Voice Grade Loop (SL 1) - Zone 1																
	2-Wire Voice Grade Loop (SL 1) - Zone 2																
	2-Wire Voice Grade Loop (SL 1) - Zone 3																
2-Wire Voice Grade Line Port Rates (BUS - PBX)	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPPI	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.70	22.14	15.25	8.45	3.91			30.89	7.03			

CATEGORY	UNBUNDLED NETWORK ELEMENT	Interim	Zone	SCS	USOC	RATES (\$)				OSS RATES (\$)							
						Rate	Nonrecursing		Nonrecursing Discount	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							First	Advt									
	2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	1.70	22.14	15.25	8.45	3.91							
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPT0	1.70	22.14	15.25	8.45	3.91							
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPTA	1.70	22.14	15.25	8.45	3.91							
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPTB	1.70	22.14	15.25	8.45	3.91							
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPTC	1.70	22.14	15.25	8.45	3.91							
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPTD	1.70	22.14	15.25	8.45	3.91							
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPTE	1.70	22.14	15.25	8.45	3.91							
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPTL	1.70	22.14	15.25	8.45	3.91							
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPTM	1.70	22.14	15.25	8.45	3.91							
	2-Wire Voice Unbundled 1W Old PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPPX	UEPTN	1.70	22.14	15.25	8.45	3.91							
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPTO	1.70	22.14	15.25	8.45	3.91							
	2-Wire Voice Unbundled PBX Colleague and Memphis Calling Port			UEPPX	UEPTU	1.70	22.14	15.25	8.45	3.91							
	2-Wire Voice Unbundled 2-Way PBX Tennessee Region/Sev Calling Port			UEPPX	UEPTV	1.70	22.14	15.25	8.45	3.91							
	LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15											
	FEATURES																
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00									
	NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop Line Port Combination (PBX) - Conversion - Switch-As-Is Change			UEPPX	USAC2		1.03	0.29									
	2-Wire Voice Grade Loop Line Port Combination (PBX) - Conversion - Switch with Database Update			UEPPX	USAC0		1.03	0.29									
	2-Wire Voice Grade Loop Line Port Combination - Conversion - Subsequent Database Update						0.76										
	ADDITIONAL NRCS																
	2-Wire Voice Grade Loop Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00									
	PBX Subsequent Activity - Change/Rearrange Multiple Hunt Group						14.64	14.64									
	UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo - Zone 1					14.18											
	2-Wire VG Coin Port/Loop Combo - Zone 2					18.01											
	2-Wire VG Coin Port/Loop Combo - Zone 3					23.02											
	UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	12.48											
	2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	16.31											
	2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	21.32											
	2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91							
	2-Wire Coin 2-Way with Operator Screening and Blocking 011, 900/976, 1+DDD			UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91							
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91							
	2-Wire Coin 2-Way with Operator Screening 900 Blocking, 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91							
	2-Wire Coin Outward with Operator Screening and Blocking (TN)			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91							
	2-Wire Coin Outward with Operator Screening and Blocking 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91							
	2-Wire Coin Outward with Operator Screening and Blocking 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91							
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPOT	1.70	22.14	15.25	8.45	3.91							
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPOK	1.88											
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPOR	1.88											

						RATES (\$)				OSS RATES (\$)					
CATEGORY	UNBUNDLED NETWORK ELEMENT	Minimum	Zone	BCS	USOC	Rate	Nonrecurring		Nonrecurring Discount	Svc Order Submitted per LSR	Svc Order Monthly per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l
							First	Advt							
ADDITIONAL UNE COM PORT/LOOP (RC)	UNE Com Port/Loop Combo Usage (Flat Rate)					UEPCO URECU	3.45	0.00	0.00						
	Local Number Portability (1 per port)					UEPCO LNPCK	0.35								
FEATURES	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is					UEPCO USAC2		1.03	0.29			30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change					UEPCO USACC		1.03	0.29			30.89	7.03		
2-WIRE VOICE GRADE LOOP - BUS ONLY - WITH 2-WIRE DD TRUNK PORT	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity					UEPCO USAS2		0.00	0.00			30.89	7.03		
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Charges					UEPPX USATC		8.76	5.75			30.89	7.03		
UNE Port/Loop Combination Rates	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1				18.38								
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2				19.87								
2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3				24.78								
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1			UEPPX UECDD1	9.60								
2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2			UEPPX UECDD1	11.09								
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3			UEPPX UECDD1	16.00								
Exchange Ports - 2-Wire DID Port	Exchange Ports - 2-Wire DID Port					UEPPX UEPD1	8.78								
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is					UEPPX USACT		8.76	5.75			30.89	7.03		
NONRECURRING CHARGES - CURRENTLY COMBINED	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Charges					UEPPX USATC		8.76	5.75			30.89	7.03		
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Charges					UEPPX USATC		8.76	5.75			30.89	7.03		
Telephone Number/Tunk Group Establishment Charges	DID Trunk Termination (One Per Port)					UEPPX NDT	0.00	0.00	0.00			19.99	19.99		
	Additional DID Numbers for each Group of 20 DID Numbers					UEPPX NDA	0.00	0.00	0.00			19.99	19.99		
DID Numbers - Non-consecutive DID Numbers, Per Number	DID Numbers - Non-consecutive DID Numbers, Per Number					UEPPX NDS	0.00	0.00	0.00			19.99	19.99		
	Reserve Non-Consecutive DID numbers					UEPPX NDG	0.00	0.00	0.00						
Reserve DID Numbers	Reserve DID Numbers					UEPPX NDV	0.00	0.00	0.00						
	Reserve DID Numbers					UEPPX NDV	0.00	0.00	0.00						
LOCAL NUMBER PORTABILITY	Local Number Portability (1 per port)					UEPPX LNPCK	3.15								
	Local Number Portability (1 per port)					UEPPX LNPCK	3.15								
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT	2-Wire ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1														
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1			UEPPB									
2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2			UEPPB	32.27								
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2			UEPPB	34.78								
2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3			UEPPB	44.32								
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3			UEPPB	44.32								
2-Wire ISDN Digital Grade Loop - UNE Zone 1	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1			UEPPB USL2X	16.20								
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1			UEPPB									
2-Wire ISDN Digital Grade Loop - UNE Zone 2	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2			UEPPB USL2X	18.71								
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2			UEPPB									
2-Wire ISDN Digital Grade Loop - UNE Zone 3	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3			UEPPB USL2X	28.25								
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3			UEPPB									
Exchange Port - 2-Wire ISDN Line Side Port	Exchange Port - 2-Wire ISDN Line Side Port					UEPPB USL2X	16.20								
	Exchange Port - 2-Wire ISDN Line Side Port					UEPPB									
NONRECURRING CHARGES - CURRENTLY COMBINED	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Conversion					UEPPB USL2X	18.71								
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Conversion					UEPPB									
ADDITIONAL NRCS	ADDITIONAL NRCS					UEPPB									
	ADDITIONAL NRCS					UEPPB USACB	0.00	117.23	117.23			19.99	19.99		19.99

CATEGORY	UNBUNDLED NETWORK ELEMENT	Market	Zone	RCS	USOC	RATES (\$)				OSS RATES (\$)							
						Rate	Nonrecursing		Nonrecursing Discount	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							Flat	Add'l									
	2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Acty - Non Feature/Add Trunk			UEPRB UEPRR	USASB		212.86						19.99	19.99	19.99	19.99	19.99
LOCAL NUMBER PORTABILITY																	
	Local Number Portability (1 per port)			UEPRB UEPRR	LNPCX	0.35	0.00	0.00									
B-COMM USER PROFILE ACCESS:																	
	CVS/CSD (DMS/ESS)			UEPRB UEPRR	U1UCA	0.00	0.00	0.00									
	CVS (EWSD)			UEPRB UEPRR	U1UCB	0.00	0.00	0.00									
	CSD			UEPRB UEPRR	U1UCC	0.00	0.00	0.00									
B-COMM AREA PLUS USER PROFILE ACCESS: (AL, KY, LA, MS, SC, MS, & TN)																	
	CVS/CSD (DMS/ESS)			UEPRB UEPRR	U1UCD	0.00	0.00	0.00									
	CVS (EWSD)			UEPRB UEPRR	U1UCE	0.00	0.00	0.00									
	CSD			UEPRB UEPRR	U1UCF	0.00	0.00	0.00									
USER TERMINAL PROFILE (EWSD only)																	
	User Terminal Profile (EWSD only)			UEPRB UEPRR	U1UMA	0.00	0.00	0.00									
VERTICAL FEATURES																	
	All Vertical Features - One per Channel B User Profile			UEPRB UEPRR	UEPVF	0.00	0.00	0.00									
	Interoffice Channel mileage each, including first mile and facilities termination			UEPRB UEPRR	M1GNC	17.91	53.99	17.37					19.99	19.99	19.99	19.99	19.99
	Interoffice Channel mileage each, additional mile			UEPRB UEPRR	M1GNC	0.173	0.00	0.00				0.00					
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																	
UNE Port Loop Combination Rates																	
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1			1 UEPRB		132.58											
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2			2 UEPRB		150.25											
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3			3 UEPRB		173.44											
	4-Wire DS1 Digital Loop - UNE Zone 1			1 UEPRB	USLAP	57.73											
	4-Wire DS1 Digital Loop - UNE Zone 2			2 UEPRB	USLAP	75.40											
	4-Wire DS1 Digital Loop - UNE Zone 3			3 UEPRB	USLAP	98.59											
	Exchange Port 4-Wire ISDN DS1 Port			UEPRB	UEPPP	74.85	415.53	366.90	89.28	77.43			19.99	19.99	19.99	19.99	19.99
NONRECURRING CHARGES - CURRENTLY COMBINED																	
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion Switch-SSS			UEPRB	USACP	0.00	328.53	328.53					19.99	19.99	19.99	19.99	19.99
ADDITIONAL NRCS																	
	4-Wire DS1 Loop/4-W ISDN Digt Trk Port - Subseq Acty- Inward/Two way Tel nos with Sig Allowance			UEPRB	PR7TF		0.94						19.99	19.99	19.99	19.99	19.99
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPRB	PR7TO	22.36		22.36					19.99	19.99	19.99	19.99	19.99
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Sig Allowance			UEPRB	PR7ZT	44.71		44.70					19.99	19.99	19.99	19.99	19.99
LOCAL NUMBER PORTABILITY																	
	Local Number Portability (1 per port)			UEPRB	LNPCN	1.75											
INTERFACE (Provisioning Only)																	
	Voice/Data			UEPRB	PR7IV	0.00	0.00	0.00									

CATEGORY	UNBUNDLED NETWORK ELEMENT	InnNet	Zone	BGS	USOC	RATES (\$)						OSS RATES (\$)					
						Nonrecuring			Nonrecuring Discount			Incremental Charge - Manual Svc Order vs. Electronic-1st			Incremental Charge - Manual Svc Order vs. Electronic-1st		
						Rate	First	Advt	First	Advt	SOBEC	SOBMAN	SOBMAN	SOBMAN	SOBMAN	SOBMAN	SOBMAN
New or Additional "B" Channel	Digital Data			UEPPP	PR7D	0.00	0.00	0.00									
	Inward Data			UEPPP	PR7E	0.00	0.00	0.00									
	New or Additional - Voice/Data B Channel			UEPPP	PR7BY	0.00	28.39					19.99	19.99	19.99	19.99	19.99	19.99
	New or Additional - Digital Data B Channel			UEPPP	PR7B	0.00	29.11					19.99	19.99	19.99	19.99	19.99	19.99
	New or Additional Inward Data B Channel			UEPPP	PR7B0	0.00	29.39					19.99	19.99	19.99	19.99	19.99	19.99
	New or Additional Usage Sensitive Voice Data B Channel			UEPPP	PR7BS	0.00	28.39					19.99	19.99	19.99	19.99	19.99	19.99
	New or Additional Usage Sensitive Digital Data B Channel			UEPPP	PR7BU	0.00	28.39					19.99	19.99	19.99	19.99	19.99	19.99
	CALL TYPES																
	Inward			UEPPP	PR7C1	0.00	0.00	0.00									
	Outward			UEPPP	PR7C0	0.00	0.00	0.00									
	Two-Way			UEPPP	PR7CC	0.00	0.00	0.00									
Interface Channel Mileage	Fixed Each Including First Mile			UEPPP	11N1A	76.1825	145.98	109.85	19.55			19.99	19.99	19.99	19.99	19.99	19.99
	Each Airline Fractional Additional Mile			UEPPP	11N1B	0.3525											
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDTTS TRUNK PORT																	
UNE Port Loop Combination Rates																	
	4W DS1 Digital Loop/4W DDTTS Trunk Port - UNE Zone 1		1	UEPDC		93.28						19.99	19.99	19.99	19.99	19.99	19.99
	4W DS1 Digital Loop/4W DDTTS Trunk Port - UNE Zone 2		2	UEPDC		110.95						19.99	19.99	19.99	19.99	19.99	19.99
	4W DS1 Digital Loop/4W DDTTS Trunk Port - UNE Zone 3		3	UEPDC		134.14						19.99	19.99	19.99	19.99	19.99	19.99
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	57.53											
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	75.40											
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	98.59											
	4-Wire DDTTS Digital Trunk Port			UEPDC	UD01T	35.55	342.80	257.87	61.41	48.49		19.99	19.99	19.99	19.99	19.99	19.99
NONRECURRING CHARGES - CURRENTLY COMBINED																	
	4-Wire DS1 Digital Loop / 4-Wire DDTTS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		312.91	312.91				19.99	19.99	19.99	19.99	19.99	19.99
	4-Wire DS1 Digital Loop / 4-Wire DDTTS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		312.91	312.91				19.99	19.99	19.99	19.99	19.99	19.99
	4-Wire DS1 Digital Loop / 4-Wire DDTTS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		312.91	312.91				19.99	19.99	19.99	19.99	19.99	19.99
ADDITIONAL NRCs																	
	4-Wire DS1 Loop / 4-Wire DDTTS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		94.88	94.88									
	4-Wire DS1 Loop / 4-Wire DDTTS Trunk Port - NRC - Subsequent Channel Activation/Chan			UEPDC	UDTTA		108.67	108.67				19.99	19.99	19.99	19.99	19.99	19.99
	4-Wire DS1 Loop / 4-Wire DDTTS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Channel Trunk			UEPDC	UDTTB		108.67	108.67				19.99	19.99	19.99	19.99	19.99	19.99
	4-Wire DS1 Loop / 4-Wire DDTTS Trunk Port - Subsequent Channel Activation/Chan - Inward Trunk w/old DID			UEPDC	UDTTT		108.67	108.67				19.99	19.99	19.99	19.99	19.99	19.99
	4-Wire DS1 Loop / 4-Wire DDTTS Trunk Port - Subsequent Chan Activation Per Chan - Inward Trunk w/old DID			UEPDC	UDTTD		108.67	108.67				19.99	19.99	19.99	19.99	19.99	19.99
	4-Wire DS1 Loop / 4-Wire DDTTS Trunk Port - Subsequent Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		108.67	108.67				19.99	19.99	19.99	19.99	19.99	19.99
BIPOLAR & ZERO SUBSTITUTION																	
	8KZS - Superframe Format			UEPDC	CCOSF		0.00	590.00				19.99	19.99	19.99	19.99	19.99	19.99
	8KZS - Extended Superframe Format			UEPDC	CCOEF		0.00	590.00				19.99	19.99	19.99	19.99	19.99	19.99
Alternate Mark Inversion																	

CATEGORY	UNBUNDLED NETWORK ELEMENT	Innum	Zone	BSC	USOC	RATES (\$)				OSS RATES (\$)							
						Rtc	Nonreturning		Nonreturning Discount	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							First	Addl									
	AMI - Superframe Format			UEPDC	MCOSF	0.00	0.00	0.00									
	AMI - Extended Superframe Format			UEPDC	MCOPF	0.00	0.00	0.00									
Telephone Number/Trunk Group Establishment Charges																	
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00								19.99	19.99		
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00								19.99	19.99		
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00								19.99	19.99		
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00								19.99	19.99		
	DID Numbers, Non- consecutive DID Numbers, Per Number			UEPDC	ND5	0.00								19.99	19.99		
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00									
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00									
Dedicated DS1 (Interoffice Channel Mileage) - FXFCO for 4-Wire DS1 Digital Loop with 4-Wire DDT's Trunk Port																	
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	75.83	145.98	109.85	19.66	14.99							
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3525	0.00	0.00									
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00									
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.3525	0.00	0.00									
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOG	0.3525	0.00	0.00									
	Local Number Portability, per DSO Activated			UEPDC	1LNCP	3.15	0.00	0.00	0.00								
	Central Office Terminating Port			UEPDC	CTG	0.00											
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																	
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																	
Each System can have up to 24 combinations of rates depending on type and number of ports used																	
UNE DS1 Loop																	
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	57.73	0.00	0.00									
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	75.40	0.00	0.00									
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	98.59	0.00	0.00									
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																	
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUN24	131.87	0.00	0.00						19.99	19.99		
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUN48	263.74	0.00	0.00						19.99	19.99		
	96 DSO Channel Capacity - 1 per 4 DS1s			UEPMG	VUN96	527.48	0.00	0.00						19.99	19.99		
	144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUN144	791.42	0.00	0.00						19.99	19.99		
	192 DSO Channel Capacity - 1 per 8 DS1s			UEPMG	VUN192	827.76	0.00	0.00						19.99	19.99		
	240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUN240	1,318.70	0.00	0.00						19.99	19.99		
	288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUN288	1,582.44	0.00	0.00						19.99	19.99		
	384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUN384	2,109.92	0.00	0.00						19.99	19.99		

Unbundled Network Elements
TENNESSEE

Attachment 2
EAB/C

CATEGORY	UNBUNDLED NETWORK ELEMENT	Intrastate	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
						Rate	Nonrecurrent		Nonrecurrent Disconnected	Sec Order Change - Electronic per LSR	Sec Order Change - Manual per LSR	Incremental Change - Electronic Add'l	Incremental Change - Manual Add'l	Incremental Change - Electronic Add'l	Incremental Change - Manual Add'l
							Front	Advt							
	480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,637.40	0.00	0.00				19.99	19.99		
	576 DSO Channel Capacity - 1 per 24 DS1s			UEPMG	VUM57	3,164.88	0.00	0.00				19.99	19.99		
	672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,692.36	0.00	0.00				19.99	19.99		
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System															
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	303.61	15.74				19.99	19.99		
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in Georgia & Tennessee Only														
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fee Activation - New GA, LA, KY & TN Only			UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41		19.99			
	Bipolar & Zero Substitution														
	Clear Channel Capability Format - superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	590.00							
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	590.00							
	Alternate Mark Inversion (AMI)			UEPMG	MCOSE	0.00	0.00	0.00							
	Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00							
	Extended Superframe Format														
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port														
	Exchange Ports														
	Line Side Combination Channelized PBX Trunk Port - Business			UEPMG	UEPCX	1.79	0.00	0.00	0.00	0.00		30.89	7.03		
	Line Side Outward Channelized PBX Trunk Port - Business			UEPMG	UEPOX	1.79	0.00	0.00	0.00	0.00		30.89	7.03		
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPMG	UEPIX	1.79	0.00	0.00	0.00	0.00		30.89	7.03		
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPMG	UEPDM	8.97	0.00	0.00	0.00	0.00		30.89	7.03		
	Feature Activations - Unbundled Loop Concentration														
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPMG	IPQMM	0.66	23.94	12.64	3.82	3.80		30.89	7.03		
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPMG	IPQWU	0.66	73.67	17.37	54.09	10.57		30.89	7.03		
	Telephone Number/ Group Establishment Charges for DID Service														
	DID Trunk Termination (1 per Port)			UEPMG	INDT	0.00									
	DID Numbers - groups of 20 - Valid all States			UEPMG	IND4	0.00	0.00	0.00							
	Non-Consecutive DID Numbers - per number			UEPMG	IND5	0.00	0.00	0.00							
	Reserve Non-Consecutive DID Numbers			UEPMG	IND6	0.00	0.00	0.00							
	Reserve DID Numbers			UEPMG	INDV	0.00	0.00	0.00							
	Local Number Portability														
	Local Number Portability - 1 per port			UEPMG	LNPCP	3.15	0.00	0.00							
	FEATURES - Vertical and Optional														
	Local Switching Features Offered with Line Side Ports Only			UEPMG	UEPVF	0.00	0.00	0.00							
	All Features Available														
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES															

Attachment 2
Exhibit C

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Unbundled Network Elements
TENNESSEE

Attachment 2
Exhibit C

CATEGORY	UNBUNDLED NETWORK ELEMENT	Minimum	Zone	ICS	USOC	RATES (\$)				OSS RATES (\$)							
						Rec	Nonrecuring			Nonrecuring Disconnection Fee	Advt	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							First	Advt	Advt								
2-Wire Voice Grade Line Port (Bus)	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00					30.89	7.03			
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00					30.89	7.03			
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00					30.89	7.03			
	2-Wire voice unbundled Tennessee extended local dialing party port with Caller ID - bus			UEPBX	UEPAV	14.00	90.00	90.00					30.89	7.03			
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	14.00							30.89	7.03			
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	14.00	90.00	90.00					30.89	7.03			
	2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2P)			UEPBX	UEPAE	14.00							30.89	7.03			
	LOCAL NUMBER PORTABILITY			UEPBX	UINPCX	0.35											
	Local Number Portability (1 per port)																
	FEATURES																
NONRECURRING CHARGES - CURRENTLY COMBINED	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50					30.89	7.03			
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USACC		41.50	41.50									
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USAS2		0.00	0.00					30.89	7.03			
	ADDITIONAL NRCS																
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent																
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48											
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31											
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32											
UNE Loop Rates	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	12.48											
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	16.31											
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	21.32											
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00					30.89	7.03			
	LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	UINPCP	3.15											
	FEATURES																
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop Line Port Combination - Switch-as-is			UEPRG	USAC2		41.50	41.50					30.89	7.03			
ADDITIONAL NRCS	2-Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity			UEPRG	USACC		41.50	41.50									
	PBX Subsequent Activity - Change/Rearrange Multiple Hunt Group						0.00	0.00									
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)						14.64	14.64					19.99	19.99	19.99		
	UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48											
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31											
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32											
	UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48											
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31											
2-Wire Voice Grade Line Port Rates (BUS - PBX)	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	21.32											
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00					30.89	7.03			
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00					30.89	7.03			
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPPI	14.00	90.00	90.00					30.89	7.03			

CATEGORY	UNBUNDLED NETWORK ELEMENT	Intram Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
					Nonrecuring		Nonrecuring Disconnect		Svc Order Submittal Standard per LSR	Svc Order Standard per LSR	Incremental Change - Manual Svc Order - Electronic-1st	Incremental Change - Manual Svc Order - Electronic-1st	Incremental Change - Manual Svc Order - Electronic-1st	Incremental Change - Manual Svc Order - Electronic-1st
					Rate	Advt	Rate	Advt						
	2-Wire Voice Unbundled PBX LD Terminal Ports		UEPPX	UEPLD	14.00	90.00		90.00			30.89	7.03		
	2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port		UEPPX	UEPT2	14.00						30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port		UEPPX	UEPT0	14.00	90.00		90.00			30.89	7.03		
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port		UEPPX	UEPXA	14.00	90.00		90.00			30.89	7.03		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports		UEPPX	UEPXB	14.00	90.00		90.00			30.89	7.03		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port		UEPPX	UEPXC	14.00	90.00		90.00			30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port		UEPPX	UEPXD	14.00	90.00		90.00			30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port		UEPPX	UEPXE	14.00	90.00		90.00			30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port		UEPPX	UEPXL	14.00	90.00		90.00			30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port		UEPPX	UEPXM	14.00	90.00		90.00			30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port TN		UEPPX	UEPXN	14.00	90.00		90.00			30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port		UEPPX	UEPXO	14.00	90.00		90.00			30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port		UEPPX	UEPXS	14.00	90.00		90.00			30.89	7.03		
	2-Wire Voice Unbundled PBX Callcenter and Memphis Calling Port		UEPPX	UEPXY	14.00	90.00		90.00			30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Tennessee ResponsServ Calling Port		UEPPX	UEPZY	14.00	90.00		90.00			30.89	7.03		
	LOCAL NUMBER PORTABILITY		UEPPX	LINCP	3.15									
	Local Number Portability (1 per port)													
	FEATURES													
	NONRECURRING CHARGES - CURRENTLY COMBINED													
	2-Wire Voice Grade Loop Line Port Combination - Switch-As-Is		UEPPX	USAC2	41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop Line Port Combination - Switch with Change		UEPPX	USACG	41.50	41.50					30.89	7.03		
	ADDITIONAL NICS													
	2-Wire Voice Grade Loop Line Port Combination - Subsequent Nonrecuring		UEPPX	USAS2	0.00	0.00					30.89	7.03		20.00
	2-Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity-Nonrecuring				0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiple Hunt Group				14.64	14.64					19.99	19.99		19.99
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COM PORT													
	UNE Port/Loop Combination Rates													
	2-Wire VG Coin Port/Loop Combo - Zone 1				26.48									
	2-Wire VG Coin Port/Loop Combo - Zone 2				30.31									
	2-Wire VG Coin Port/Loop Combo - Zone 3				35.32									
	UNE Loop Rates													
	2-Wire Voice Grade Loop (SL 1) - Zone 1		UEPCO	UEPLX	12.48									
	2-Wire Voice Grade Loop (SL 1) - Zone 2		UEPCO	UEPLX	16.31									
	2-Wire Voice Grade Loop (SL 1) - Zone 3		UEPCO	UEPLX	21.32									
	2-Wire Voice Grade Line Port Rates (Coin)													
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)		UEPCO	UEPTB	14.00	90.00		90.00			30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and Blocking 011 900/976, 1+DDD		UEPCO	UEPTC	14.00						30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)		UEPCO	UEPTD	14.00						30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)		UEPCO	UEPTA	14.00	90.00		90.00			30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and Blocking 900/976, 1+DDD, 011+, and Local (NC, TN)		UEPCO	UEPCA	14.00	90.00		90.00			30.89	7.03		
	2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)		UEPCO	UEPTC	14.00	90.00		90.00			30.89	7.03		
	2-Wire Coin Outward with Operator Screening and Blocking 900/976, 1+DDD, 011+, and Local (TN)		UEPCO	UEPOT	14.00	90.00		90.00			30.89	7.03		
	LOCAL NUMBER PORTABILITY													
	Local Number Portability (1 per port)		UEPCO	LINPCX	0.35									
	NONRECURRING CHARGES - CURRENTLY COMBINED													
	2-Wire Voice Grade Loop Line Port Combination - Switch-As-Is		UEPCO	USAC2	41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop Line Port Combination - Switch with Change		UEPCO	USACG	41.50	41.50					30.89	7.03		
	ADDITIONAL NICS													

Unbundled Network Elements
TENNESSEE

Attachment 2
Exhibit C

CATEGORY	UNBUNDLED NETWORK ELEMENT	Intram	Zone	BCS	USOC	RATES (\$)						OSS RATES (\$)							
						Rec	Nonrecurring		Nonrecurring Discount Fpri Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l				
							Fpri	Add'l											
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent		UEPCO	USAS2			0.00	0.00											
NOTE: If no rate is identified in the contract, the rates for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																			

EXHIBIT TGW - 12

NOW Communications Interconnection Agreement

Amendment to the Interconnection Agreement
By and Between
BellSouth Telecommunications, Inc.
And
NOW Communications, Inc.
Dated April 16, 2001

Pursuant to this Agreement, (the "Amendment"), NOW Communications, Inc. ("NOW"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 16, 2001 ("Agreement").

WHEREAS, The Parties desire to amend the Agreement between BellSouth and NOW dated April 16, 2001 in order to incorporate rates established by the Louisiana Public Service Commission in Docket Number U-24717-A, on September 21, 2001, the rates established by the Mississippi Public Service Commission in Docket Number 00-UA-999, on October 12, 2001, and the rates established by the Tennessee Regulatory Authority ("TRA") in Docket Number 97-01262, on December 19, 2000, as amended by BellSouth's corrected submissions of January 31, 2001 and February 12, 2001, and rates established by the Florida Public Service Commission in Docket Number 990649TP, on May 25, 2001;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree that all the rate elements and rates in Attachments 2, 3, 5 and 7 of the Agreement for Florida, Louisiana, Mississippi, and Tennessee are hereby deleted and replaced in their entirety with the corresponding rates and rate elements in Exhibit 1.

2. The Parties also agree to delete in its entirety Section 5 of Attachment 2 of the Agreement and replace it with the new Section 5 below:

5. Unbundled Network Element Combinations

5.1. Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs); 2) UNE Loops/Special Access Combinations; 3) Loop/Port Combinations; and 4) Transport Combinations.

5.2. For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

5.3. Enhanced Extended Links (EELs)

5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 5.3.2 below.

5.3.2 Subject to Section 5.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.4 following. NOW shall provide to BellSouth a letter certifying that NOW is providing a significant amount of local exchange service (as described in this Sections 5.3.7) over such combinations. This offering is intended to provide connectivity from an end

user's location through that end user's SWC to NOW's POP serving wire center. The circuit must be connected to NOW's switch for the purpose of provisioning telephone exchange service to NOW's enduser customers. The EEL will be connected to NOW's facilities in NOW's collocation space at the POP SWC, or NOW may purchase BellSouth's access facilities between NOW's POP and NOW's collocation space at the POP SWC.

- 5.3.3 BellSouth shall provide EEL combinations to NOW in Georgia, Louisiana, Mississippi, Kentucky, and Tennessee regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to NOW those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to NOW in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to NOW only to the extent such network elements are Currently Combined.
- 5.3.4 EEL Combinations
 - 5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2wire VG Local Loop
 - 5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4wire VG Local Loop
 - 5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2wire ISDN Local Loop
 - 5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4wire 56 kbps Local Loop
 - 5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4wire 64 kbps Local Loop
 - 5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop
 - 5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop
 - 5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop
 - 5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
 - 5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
 - 5.3.4.11 2-wire VG Interoffice Channel + 2wire VG Local Loop
 - 5.3.4.12 4wire VG Interoffice Channel + 4wire VG Local Loop
 - 5.3.4.13 4-wire 56 kbps Interoffice Channel + 4wire 56 kbps Local Loop
 - 5.3.4.14 4-wire 64 kbps Interoffice Channel + 4wire 64 kbps Local Loop
- 5.3.5 EEL combinations for DS1 level and above will be available only when NOW provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5)

percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.

5.3.6 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.

5.3.7 Special Access Service Conversions

5.3.7.1 NOW may not convert special access services to combinations of loop and transport network elements, whether or not NOW self-provides its entrance facilities (or obtains entrance facilities from a third party), unless NOW uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent NOW requests to convert any special access services to combinations of loop and transport network elements at UNE prices, NOW shall provide to BellSouth a letter certifying that NOW is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option NOW seeks to qualify for conversion of special access circuits. NOW shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.3.7.1.1 NOW certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at NOW's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, NOW is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. NOW can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

5.3.7.1.2 NOW certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at NOW's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

5.3.7.1.3 NOW certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. NOW does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of

local exchange traffic specified in this option.

- 5.3.7.2 In addition, there may be extraordinary circumstances where NOW is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.7.1. In such case, NOW may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon NOW's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 5.3.7.3 BellSouth may at its sole discretion audit NOW records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and NOW shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, NOW shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that NOW is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from NOW.
- 5.3.7.4 NOW may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.
- 5.3.8 Rates
- 5.3.8.1 Georgia, Louisiana, Mississippi, Kentucky, and Tennessee
- 5.3.8.1.3. The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.
- 5.3.8.1.4. On an interim basis, for combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the nonrecurring and recurring charges for such UNE combinations shall be the sum of the stand alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to trueup based on the Commission's review of BellSouth's cost studies.
- 5.3.8.1.5. To the extent that NOW seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, NOW, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

- 5.3.8.3 All Other States
 - 5.3.8.3.1 Subject to Section 5.3.2 and 5.3.3 preceding, for all other states, the non recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.
- 5.3.8.4 Multiplexing
 - 5.3.8.4.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.
- 5.4 Other Network Element Combinations
 - 5.4.1 In the states of Georgia, Louisiana, Mississippi, Kentucky, and Tennessee, BellSouth shall make available to NOW, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to NOW, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.
 - 5.4.2 Rates
 - 5.4.2.1 Georgia, Louisiana, Mississippi, Kentucky, and Tennessee
 - 5.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.
 - 5.4.2.1.2 On an interim basis, for Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.
 - 5.4.2.1.3 To the extent that NOW seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, NOW, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.
 - 5.4.2.2 All Other States
 - 5.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.

- 5.5 UNE/Special Access Combinations
 - 5.5.1 Additionally, BellSouth shall make available to NOW a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent NOW will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.7.
 - 5.5.2 Rates
 - 5.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit C and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.
- 5.6 Port/Loop Combinations
 - 5.6.1 At NOW's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.6.3 below, that are Currently Combined in BellSouth's network except as specified in Sections 5.6.1.1 and 5.6.1.2 below.
 - 5.6.1.1 BellSouth shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
 - 5.6.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to NOW if NOW's customer has 4 or more DS0 equivalent lines.
 - 5.6.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:
 - 5.6.2.1 In Georgia, Louisiana, Mississippi, Kentucky, and Tennessee, BellSouth shall provide to NOW combinations of port and loop network elements to NOW on an unbundled basis regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.
 - 5.6.2.2 In all other states, BellSouth shall provide to NOW combinations of port and loop network elements on an unbundled basis if such combinations are Currently Combined, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections

5.6.1.1 and 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.

5.6.2.3 In all states other than Georgia, Louisiana, Mississippi, Kentucky, and Tennessee, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.11 and 5.6.1.2, BellSouth shall provide to NOW combinations of port and loop network elements that are not Currently Combined. The rates for such combinations shall be the market rates set forth in Exhibit C.

5.6.2.4 In those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to NOW combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for such combinations are the market based rates as set forth in Exhibit C.

5.6.3 Combination Offerings

5.6.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching and tandem trunk port.

5.6.3.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.5 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7 Rates

5.7.1 The prices that NOW shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If NOW

purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

5.8 Operational Support Systems (OSS)

5.8.1 The terms, conditions and rates for OSS are set forth in Section 2.13 of this Attachment.

3. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

4. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

NOW Communications, Inc.

BellSouth Telecommunications, Inc.

On File
Signature

On File
Signature

R. Scott Seab
Name

Gregory R. Follensbee
Name

VP – Regulatory Affairs
Title

Senior Director
Title

12-18-01
Date

01-07-02
Date

EXHIBIT 1

[illegible]

NOTE: (1) Electronic Service Order: NOW will contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commission. The electronic service ordering charge currently contained in this rate exhibit is the rate for the state specific electronic service ordering charge. (2) Regional Service Order: NOW may elect either the state specific electronic service ordering charges, or NOW may elect the regional electronic service ordering charge. (3) National Service Order: NOW may elect either the state specific electronic service ordering charges, or NOW may elect the national electronic service ordering charge.

BellSouth regional electronic service ordering charge. NOW may elect either the state specific Commission ordered rates for the electronic service ordering charges, or NOW may elect the regional electronic service ordering charge.

NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEAC rate listed in this category. Please refer to Belisouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEAC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to Belisouth.

Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)

interactive interfaces (Regional)

[illegible]

UNBUNDLED NETWORK ELEMENTS - Tennessee																
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Attachment: 2				Exhibit: C			
					Rec	Nonrecurring First	Addl	Nonrecurring Disconnect First	Addl	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	1	UEA	UEAR2	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32	
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	2	UEA	UEAR2	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)	3	UEA	UEAR2	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32	
	CLEC to CLEC Conversion Charge without outside dispatch		UEA	OCOSL		75.06						20.35	10.54	13.32	13.32	
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1	1	UEA	UEAL4	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32	
	4-Wire Analog Voice Grade Loop - Zone 2	2	UEA	UEAL4	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32	
	4-Wire Analog Voice Grade Loop - Zone 3	3	UEA	UEAL4	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL		34.29						20.35	10.54	13.32	13.32	
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1	1	UDN	U112X	22.00	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32	
	2-Wire ISDN Digital Grade Loop - Zone 2	2	UDN	U112X	29.02	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32	
	2-Wire ISDN Digital Grade Loop - Zone 3	3	UDN	U112X	37.95	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32	
	Order Coordination For Specified Conversion Time (per LSR)		UDN	OCOSL		34.29						20.35	10.54	13.32	13.32	
	CLEC to CLEC Conversion Charge without outside dispatch		UDN	UREWO		121.37	33.14					20.35	10.54	13.32	13.32	
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP															
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1	1	UDC	UDC2X	21.15	228.92	152.42	110.01	21.63			20.35	10.54	13.32	13.32	
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2	2	UDC	UDC2X	27.62	228.92	152.42	110.01	21.63			20.35	10.54	13.32	13.32	
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3	3	UDC	UDC2X	36.12	228.92	152.42	110.01	21.63			20.35	10.54	13.32	13.32	
	CLEC to CLEC Conversion Charge without outside dispatch		UDC	UREWO		121.37	33.14					20.35	10.54	13.32	13.32	
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2-Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1	1	UAL	UAL2X	13.82	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32	
	2-Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2	2	UAL	UAL2X	18.05	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32	
	2-Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3	3	UAL	UAL2X	23.60	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UAL	OCOSL		34.29						20.35	10.54	13.32	13.32	
	2-Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1	1	UAL	UAL2W	13.82	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	2-Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2	2	UAL	UAL2W	18.05	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	2-Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3	3	UAL	UAL2W	23.60	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UAL	OCOSL		34.29						20.35	10.54	13.32	13.32	
	CLEC to CLEC Conversion Charge without outside dispatch		UAL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32	
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2-Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	1	UHL	UHL2X	10.83	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32	
	2-Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	2	UHL	UHL2X	14.15	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32	
	2-Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	3	UHL	UHL2X	18.50	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL		34.29						20.35	10.54	13.32	13.32	
	2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	1	UHL	UHL2W	10.83	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	2	UHL	UHL2W	14.15	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	2-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	3	UHL	UHL2W	18.50	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL		34.29						20.35	10.54	13.32	13.32	
	CLEC to CLEC Conversion Charge without outside dispatch		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32	
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															

UNBUNDLED NETWORK ELEMENTS - Tennessee																
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)					Attachment: 2			Exhibit:			
					Rec	Nonrecurring First	Addl	Nonrecurring Disconnect First	Addl	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		UHL	UHL4X	13.93	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32	
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	2	UHL	UHL4X	18.20	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32	
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	3	UHL	UHL4X	23.80	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL		34.29										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	1	UHL	UHL4W	13.93	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	2	UHL	UHL4W	18.20	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	3	UHL	UHL4W	23.80	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL		34.29										
	CLEC to CLEC Conversion Charge without outside dispatch		UHL	UREWO		130.47	40.11					20.35	10.54	13.32	13.32	
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1	1	USL	USLXX	57.73	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95	
	4-Wire DS1 Digital Loop - Zone 2	2	USL	USLXX	75.40	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95	
	4-Wire DS1 Digital Loop - Zone 3	3	USL	USLXX	98.59	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95	
	Order Coordination for Specified Conversion Time (per LSR)		USL	OCOSL		34.29										
	CLEC to CLEC Conversion Charge without outside dispatch		USL	UREWO		130.47	40.11					20.35	10.54	13.32	13.32	
	4-WIRE 19.2, 36 OR 64 Kbps DIGITAL GRADE LOOP															
	4-Wire Unbundled Digital 19.2 Kbps	1	UDL	UDL19	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32	
	4-Wire Unbundled Digital 19.2 Kbps	2	UDL	UDL19	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32	
	4-Wire Unbundled Digital 19.2 Kbps	3	UDL	UDL19	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32	
	4-Wire Unbundled Digital Loop 56 Kbps - Zone 1	1	UDL	UDL56	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32	
	4-Wire Unbundled Digital Loop 56 Kbps - Zone 2	2	UDL	UDL56	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32	
	4-Wire Unbundled Digital Loop 56 Kbps - Zone 3	3	UDL	UDL56	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UDL	OCOSL		34.29										
	4-Wire Unbundled Digital Loop 64 Kbps - Zone 1	1	UDL	UDL64	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32	
	4-Wire Unbundled Digital Loop 64 Kbps - Zone 2	2	UDL	UDL64	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32	
	4-Wire Unbundled Digital Loop 64 Kbps - Zone 3	3	UDL	UDL64	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UDL	OCOSL		34.29										
	CLEC to CLEC Conversion Charge without outside dispatch		UDL	UREWO		131.89	38.75					20.35	10.54	13.32	13.32	
	2-WIRE UNBUNDLED COPPER LOOP															
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & fac. reservation - Statewide	1	UCL	UCLPB	12.16	131.99	120.02	10.65	1.41			20.35	10.54	13.32	13.32	
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		36.52	36.52									
	2-Wire Unbundled Copper Loop/Short without manual svc. inquiry and facility reservation - Statewide	1	UCL	UCLPW	12.16	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		36.52	36.52									
	2-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Statewide	1	UCL	UCL2L	12.16	131.99	120.02	10.65	1.41			20.35	10.54	13.32	13.32	
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		36.52	36.52									
	2-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Statewide	1	UCL	UCL2W	12.16	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		36.52	36.52									
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	1	UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32	
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-ND)	1	UEQ	UREWO		31.99	20.02					20.35	10.54	13.32	13.32	
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Statewide	1	UCL	UCLAS	12.16	131.99	120.02	10.65	1.41			20.35	10.54	13.32	13.32	
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		36.52	36.52									
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Statewide	1	UCL	UCL4W	12.16	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		36.52	36.52									
	4-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Statewide	1	UCL	UCL4L	12.15	131.99	120.02	10.65	1.41			20.35	10.54	13.32	13.32	
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCL4L		36.52	36.52									

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit:	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				OSS RATES (\$)								
					Rec	Nonrecurring	Add'l	Nonrecurring	Disconnect	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN			
	4-Wire Unbundled Copper Loop Long - without manual svc. inquiry and facility reservation - Statewide	1	sw	UCL	12.16	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32		
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCL40		36.52	36.52										
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Dos)	1	UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32		
LOOP MODIFICATION																	
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18K ft	1	UCL	UCL40		65.40	65.40										
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18K ft	1	UCL	UCL40		710.71	23.77										
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	1	UCL	UCL40		65.40	65.40										
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18K ft	1	UCL	UCL40		710.71	23.77										
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	1	UCL	UCL40		65.44	65.44										
SUB-LOOPS																	
	Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	1	UEANL	USBSA		517.25	517.25					20.35	10.54	13.32	13.32		
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	1	UEANL	USBSB		42.68	42.68					20.35	10.54	13.32	13.32		
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	1	UEANL	USBSB		313.01	313.01					20.35	10.54	13.32	13.32		
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	1	UEANL	USBSB		108.06	108.06					20.35	10.54	13.32	13.32		
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide	sw	UEANL	USBN2	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32		
	Order Coordination for Unbundled Sub-loops, per sub-loop pair		UEANL	USBN2		34.29	34.29										
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1	1	UEANL	USBN4	7.30	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32		
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2	2	UEANL	USBN4	9.54	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32		
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3	3	UEANL	USBN4	12.47	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32		
	Order Coordination for Unbundled Sub-loops, per sub-loop pair		UEANL	USBN4		34.29	34.29										
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	1	UEANL	USBR2	1.35	94.56	29.35	94.41	13.09			20.35	10.54	13.32	13.32		
	Order Coordination for Unbundled Sub-loops, per sub-loop pair		UEANL	USBR2		34.29	34.29										
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	1	UEANL	USBR4	2.26	116.14	37.10	99.96	16.98			20.35	10.54	13.32	13.32		
	Order Coordination for Unbundled Sub-loops, per sub-loop pair		UEANL	USBR4		34.29	34.29										
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	UEANL	USC2X	5.16	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32		
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	2	UEANL	USC2X	6.74	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32		
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	3	UEANL	USC2X	8.81	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32		
	Order Coordination for Unbundled Sub-loops, per sub-loop pair		UEANL	USC2X		34.29	34.29										
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	UEANL	USC4X	6.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32		
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	2	UEANL	USC4X	8.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32		
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	3	UEANL	USC4X	11.14	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32		
	Order Coordination for Unbundled Sub-loops, per sub-loop pair		UEANL	USC4X		34.29	34.29										
Unbundled Sub-Loop Modification																	
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR		UEF	ULM2X		335.35	7.82					20.34	10.54	13.32	13.32		
	Unbundled Sub-Loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR		UEF	ULM4X		335.36	7.82					20.35	10.54	13.32	13.32		
	Unbundled Sub-Loop Modification - 2-W/4-W Copper Dist Bridged Tap Removal, per PR unbundled		UEF	ULM4T		528.48	9.74					20.35	10.54	13.32	13.32		

UNBUNDLED NETWORK ELEMENTS - Tennessee																
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				SOMEIC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	Exhibit:
					Rec	Nonrecurring First	AdDt	Nonrecurring Disconnect First	AdDt							
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		UDL	USBFO	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2	1	UDL	USBFO	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
	Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3	2	UDL	USBFO	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
	Order Coordination For Specified Time Conversion, per LSR	3	UDL	OCOSL	34.29											
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		UDL	USBFP	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2	1	UDL	USBFP	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3	2	UDL	USBFP	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99	
	Order Coordination For Specified Conversion Time, per LSR	3	UDL	OCOSL	34.29											
SUB-LOOPS																
	Sub-Loop Feeder															
	Sub-Loop Feeder - DS3 - Per Mile Per Month		UE3	1LSL	14.11											
	Sub-Loop Feeder - DS3 - Facility Termination Per Month		UE3	USBF1	333.26	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32		
	Sub-Loop Feeder - STS-1 - Per Mile Per Month		UDLSX	1LSL	14.11							20.35	10.54	13.32		
	Sub-Loop Feeder - STS-1 - Facility Termination Per Month		UDLSX	USBF7	359.02	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32		
	Sub-Loop Feeder - OC-3 - Per Mile Per Month		UDLO3	1LSL	10.71											
	Sub-Loop Feeder - OC-3 - Facility Termination Protection Per Month		UDLO3	USBF5	56.64	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32		
	Sub-Loop Feeder - OC-3 - Facility Termination Per Month		UDLO3	USBF2	546.31	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32		
	Sub-Loop Feeder - OC-12 - Per Mile Per Month		UDL12	1LSL	13.18											
	Sub-Loop Feeder - OC-12 - Facility Termination Protection Per Month		UDL12	USBF6	639.98	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32		
	Sub-Loop Feeder - OC-12 - Facility Termination Per Month		UDL12	USBF3	1,687.00	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32		
	Sub-Loop Feeder - OC-48 - Per Mile Per Month		UDL48	1LSL	43.22											
	Sub-Loop Feeder - OC-48 - Facility Termination Protection Per Month		UDL48	USBF9	320.36	3,576.00	407.68	165.17	501.31			20.35	10.54	13.32		
	Sub-Loop Feeder - OC-48 - Facility Termination Protection Per Month		UDL48	USBF4	1,457.00	789.41	407.68	165.17	501.31			20.35	10.54	13.32		
	Sub-Loop Feeder - OC-12 Interface On OC-48		UDL48	USBF8	361.44	789.41	407.68	165.17	501.31			20.35	10.54	13.32		
UNBUNDLED LOOP CONCENTRATION																
	Loop Channelization System		ULC	ULCCS	307.07	307.34	74.37	4.18	8.60			20.35	10.54	13.32	13.32	
	OC Channel Interface - 2-Wire Voice Grade		ULC	ULCC2	1.20	9.57	9.52					20.35	10.54	13.32	13.32	
	Unbundled Loop Concentration - System A (TR008)		ULC	ULC18A	500.18	613.60	613.60					20.35	10.54	13.32	13.32	
	Unbundled Loop Concentration - System B (TR008)		ULC	ULC18B	54.82	255.67	255.67					20.35	10.54	13.32	13.32	
	Unbundled Loop Concentration - System A (TR303)		ULC	ULC13A	539.00	613.60	613.60					20.35	10.54	13.32	13.32	
	Unbundled Loop Concentration - System B (TR303)		ULC	ULC13B	92.37	255.67	255.67					20.35	10.54	13.32	13.32	
	Unbundled Loop Concentration - System B (TR303)		ULC	ULC10	6.23	74.39	53.07	30.23	8.46			20.35	10.54	13.32	13.32	
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)		UDN	ULCC1	8.46	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32	
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)		UDC	ULCCU	8.46	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32	
	Unbundled Loop Concentration - 2-Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)		UEA	ULCC2	2.32	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32	
	Unbundled Loop Concentration - 2-Wire Voice - Reverse Battery Loop Interface (SPOTS Card)		UEA	ULCCR	12.45	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32	
	Unbundled Loop Concentration - 4-Wire Voice Loop Interface (Specials Card)		UEA	ULCC4	7.53	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32	
	Unbundled Loop Concentration - TEST CIRCUIT Card		ULC	ULC7	35.77	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32	
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface		UDL	ULCC7	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32	
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface		UDL	ULCC5	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32	
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface		UDL	ULCC6	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32	
UNE OTHER, PROVISIONING ONLY - NO RATE																
	NID - Dispatch and Service Order for NID Installation		UDNTW	UNDCX												
	UNTW Circuit id Establishment, Provisioning Only - No Rate		UDNTW	UNDCX												

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: C	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Addl	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Addl			
					Rec	Nonrecurring First	Addl	Nonrecurring Disconnect First	Addl	SOME C	SOME M	SOME M	SOME M	SOME M	SOME M		
	Unbundled Contract Name, Provisioning Only - No Rate		UEANL,UEF,UEQ,UE NTV	UNECH													
UNE OTHER, PROVISIONING ONLY - NO RATE																	
	Unbundled Contract Name, Provisioning Only - no rate		UAL,UCL,UDC,UDL,UDN,UEA,UHL,UIC	UNECH	0.00	0.00											
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate		UEA,UDN,UCL,UDC	USBFQ	0.00	0.00											
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate		UEA,USL,UCL,UDL	USBFR	0.00	0.00											
	Unbundled DS1 Loop - Superframe Format Option - no rate		USL	CCOSF	0.00	0.00											
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate		USL	CCOEF	0.00	0.00											
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
NOTE: 4 month minimum billing period																	
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month		UE3	1LSND	9.19												
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month		UE3	UE3PX	374.24	595.67	304.50	234.83	170.16			36.84		36.84	19.01		
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month		UDLSX	1LSND	9.19												
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month		UDLSX	UDLS1	389.35	595.37	304.50	215.82	151.15			36.84		36.84	19.01		
LOOP MAKE-UP																	
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)		UMK	UMK,LW		100.00	100.00										
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)		UMK	UMK,LW		100.00	100.00										
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)		UMK	PSUMK		0.6888	0.6888										
HIGH FREQUENCY SPECTRUM																	
SPLITTERS-CENTRAL OFFICE BASED																	
	Line Sharing Splitter, per System 96 Line Capacity		ULS	ULSDA	100.00	150.00	0.00	150.00	0.00			0.00					
	Line Sharing Splitter, per System 24 Line Capacity		ULS	ULSOB	25.00	150.00	0.00	150.00	0.00			0.00					
	Line Sharing Splitter, per System 8 Line Capacity		ULS	ULSOB	8.33	150.00	0.00	150.00	0.00								
END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																	
	Line Sharing - per Line Activation		ULS	ULSDC	0.61	40.00	21.39	35.06	10.79			20.35		10.54	13.32		
	Line Sharing - per Subsequent Activity per Line Rearrangement		ULS	ULSDS		30.00	15.00					20.35		10.54			
	Line Splitting - per line activation DLEC owned splitter		UEPSR UEPSB	UREOS	0.61												
	Line Splitting - per line activation BST owned - physical		UEPSR UEPSB	UREBP	0.97	48.96	21.39	35.06	10.79								
	Line Splitting - per line activation BST owned - virtual		UEPSR UEPSB	UREBV	0.91	48.96	21.39	35.06	10.79								
UNBUNDLED TRANSPORT																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																	
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month		UTTVX	1LSXX	0.0054												
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month		UTTVX	UTTV2	18.58	55.39	17.37	27.96	3.51			20.35		21.09	9.80		
	Interoffice Channel - Dedicated Transport - 1-2-Wire Voice Grade Rev Bat - Per Mile per month		UTTVX	1LSXX	0.0054												
	Interoffice Channel - Dedicated Transport - 2-Wire VG Rev Bat - Facility Termination per month		UTTVX	UTTV2	18.58	55.39	17.37	27.96	3.51			20.35		21.09	9.80		
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month		UTTVX	1LSXX	0.0054												
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Facility Termination per month		UTTVX	UTTV4	24.09	37.87	26.02	30.78	13.07			15.08		15.08	8.66		
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month		UTTDX	1LSXX	0.0174												
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month		UTTDX	UTTD5	17.98	55.39	17.37	27.96	3.51			20.35		21.09	9.80		

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and NOW Communications, Inc. (“NOW”), a Mississippi corporation, and shall be deemed effective as of the date of the last signature of both Parties (“Effective Date”). This Agreement may refer to either BellSouth or NOW or both as a “Party” or “Parties.”

W I T N E S S E T H

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, NOW is or seeks to become an alternative local exchange telecommunications company (“CLEC”) authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, NOW has acquired the assets of Tel-Link, Talk Solutions, and Telstar and the established Tel-Link, Talk Solutions, and Telstar accounts will be subject to the provisions of this Agreement. Such Tel-Link accounts shall retain the Tel-Link Operating Company Number (OCN).

WHEREAS, the Parties wish to resell BellSouth’s telecommunications services and/or interconnect their facilities, purchase network elements and other services, and exchange traffic pursuant to sections 251 and 252 of the Telecommunications Act of 1996 (“the Act”).

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and NOW agree as follows:

1. Purpose

The resale, access and interconnection obligations contained herein enable NOW to provide telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that NOW will not be considered to have offered telecommunications services to the public in any state within BellSouth’s region until such time as it has ordered services for resale or interconnection facilities for the purposes of providing business and/or residential local exchange service to customers.

2. Term of the Agreement

- 2.1** The term of this Agreement shall be two years, beginning on the date of execution and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 2.2 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.
- 2.2** The Parties agree that by no sooner than one hundred and eighty (180) days and no later than ninety (90) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").
- 2.3** If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252.
- 2.4** Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement or 160 days from a request for negotiations of a Subsequent Agreement pursuant to Section 2.2 above, whichever is later, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 2.3 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to NOW pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to NOW pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

3. Ordering Procedures

- 3.1 NOW shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.
- 3.2 The Parties agree to adhere to the BellSouth Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, for the services ordered.
- 3.3 NOW shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachment 2, 3, 5 and 7 as applicable.

4. Parity

When NOW purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users.

5. White Pages Listings

BellSouth shall provide NOW and their customers access to white pages directory listings under the following terms:

- 5.1 Listings. NOW shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include NOW residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between NOW and BellSouth subscribers.
- 5.2 Rates. BellSouth and NOW will provide to each other subscriber primary listing information in the White Pages for a non-recurring charge.
- 5.3 Procedures for Submitting NOW Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings.
- 5.3.1 Notwithstanding any provision(s) to the contrary, NOW agrees to provide to BellSouth, and BellSouth agrees to accept, NOW's Subscriber Listing Information (SLI) relating to NOW's customers in the geographic area(s) covered by this Interconnection Agreement. NOW authorizes BellSouth to release all such NOW SLI provided to BellSouth by NOW to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer

listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

- 5.3.2 No compensation shall be paid to NOW for BellSouth's receipt of NOW SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of NOW's SLI, or costs on an ongoing basis to administer the release of NOW SLI, NOW shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- 5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by NOW under this Agreement. NOW shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate NOW listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to NOW any complaints received by BellSouth relating to the accuracy or quality of NOW listings.
- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. NOW will be required to provide to BellSouth the names, addresses and telephone numbers of all NOW customers that wish to be omitted from directories.
- 5.5 Inclusion of NOW Customers in Directory Assistance Database. BellSouth will include and maintain NOW subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and NOW shall provide such Directory Assistance listings at no recurring charge. BellSouth and NOW will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord NOW's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to NOW's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to NOW subscribers at no charge or as specified in a separate BAPCO agreement.

6. Bona Fide Request/New Business Request Process for Further Unbundling

If NOW is a facilities based provider or a facilities based and resale provider, this section shall apply. BellSouth shall, upon request of NOW, provide to NOW access to its network elements at any technically feasible point for the provision of NOW's telecommunications service where such access is necessary and failure to provide access would impair the ability of NOW to provide services that it seeks to offer. Any request by NOW for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth following.

6.1 A Bona Fide Request/New Business Request shall be submitted in writing to NOW's Account Manager by NOW and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include NOW's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

7. Court Ordered Requests for Call Detail Records and Other Subscriber Information

To the extent technically feasible, BellSouth maintains call detail records for NOW end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for NOW end users for the same length of time it maintains such information for its own end users.

7.1 NOW agrees that BellSouth may respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to NOW end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

7.2 Where BellSouth is providing to NOW telecommunications services for resale or providing to NOW the local switching function, then NOW agrees that in those cases where NOW receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to NOW end users, if NOW does not have

the requested information, NOW may advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

- 7.3 In all other instances, NOW may provide NOW end user and/or other customer information that is available to NOW in response to subpoenas and court orders for their own end user records. When BellSouth receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to NOW end users, BellSouth may advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to NOW.

8. Liability and Indemnification

- 8.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible NOW revenues.

- 8.2 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor NOW shall be liable for any act or omission of an unaffiliated third party telecommunications company providing a portion of the services provided under this Agreement.

- 8.3 Limitation of Liability

- 8.3.1 For Purposes of this Resale Agreement, the liability of BellSouth damages arising out of mistakes, omissions, interruptions, preemptions, delays errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of NOW, or of BellSouth in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to NOW for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. BellSouth shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of BellSouth, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a BellSouth-provided connecting arrangement, in which event the liability of BellSouth shall not exceed an amount equal to a proportional amount of BellSouth billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had BellSouth - provided equipment been used.

8.3.2 Limitations in Tariffs. NOW, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, NOW shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, that exceeds the amount NOW would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that NOW elects not to place in its tariffs or contracts such limitations of liability, and BellSouth incurs a Loss as a result thereof, NOW shall indemnify and reimburse BellSouth for that portion of the Loss that would have been limited had NOW included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

8.4 BellSouth shall be indemnified and saved harmless by NOW against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of BellSouth's furnishing of service to NOW.

8.4.1. BellSouth shall be indemnified, defended and held harmless by NOW and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:

A. Claims for libel, slander, invasion of privacy or infringement of copyright arising from NOW's or end user's own communications.

B. Claims for patent infringement arising from acts combining or using BellSouth services in connection with facilities or equipment furnished by the end user or CLEC.

C. All other claims arising out of an act or omission of Reseller or its end user in the course of using services.

9. Intellectual Property Rights and Indemnification

9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Both Parties are strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of Party's name, service mark or trademark.

9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in

patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

- 9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.
- 9.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:
- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function and the other Party's ability to interface with and use such facilities or equipment, or
- 9.4.2 obtain a license sufficient to allow such use to continue.
- 9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 9.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property

infringement arising out of the conduct of business under this Agreement.

10. Treatment of Proprietary and Confidential Information

10.1 Confidential Information. It may be necessary for BellSouth and NOW to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as “Information”). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and NOW shall receive such Information and not disclose such Information. BellSouth and NOW shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and NOW with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and NOW will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

10.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or NOW to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or NOW; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

11. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

12. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any

rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. This agreement does not confer jurisdiction or authority on any court, commission or other body that such court, commission or other body does not otherwise possess. Each Party may exercise its lawful right to file an appropriate petition or action in any forum of proper venue and proper jurisdiction. Each Party expressly reserves all rights to object to the jurisdiction and venue of any action or petition filed by the other Party.

13. Taxes

13.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

13.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

13.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

13.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

13.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

13.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

13.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee,

setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

13.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

13.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

13.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

13.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

13.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

13.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

13.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

- 13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 13.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 13.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

14. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion,

explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

15. Year 2000 Compliance

Each Party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively called “Systems”) delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

16. Modification of Agreement

- 16.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to NOW any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.
- 16.2 If NOW changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of NOW to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 16.3 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing

and duly signed by the Parties.

16.4 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) or to take any position in a generic docket relating to an issue addressed therein. Each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

16.5 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of NOW or BellSouth to perform any material terms of this Agreement, NOW or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Commission for resolution.

16.6 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

17. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

18. Governing Law

This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State provided however, that in the Commonwealth of Kentucky, the laws of the Commonwealth of Kentucky shall apply.

19. Arm's Length Negotiations

The Parties to this Agreement are unrelated to each other.

20. Notices

- 20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

NOW Communications, Inc.

Larry Seab
713 Country Place Drive
Jackson, MS 39208
(601) 949-7500
FAX: (601) 969-6656

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- 20.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

21. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

22. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

23. Implementation of Agreement

If NOW is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

24. Filing of Agreement

24.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, NOW shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by NOW.

24.2 For electronic filing purposes in the State of Louisiana, the NOW Louisiana Certification Number is required and must be provided by NOW prior to filing of the Agreement. The CLEC Louisiana Certification Number for NOW is TSP00115.

25. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

This Agreement may include attachments with provisions for the following services:

Network Elements and Other Services
Local Interconnection
Resale

Collocation

The following services are included as options for purchase by NOW. NOW shall elect said services by written request to its Account Manager if applicable.

Optional Daily Usage File (ODUF)

Enhanced Optional Daily Usage File (EODUF)

Access Daily Usage File (ADUF)

Line Information Database (LIDB) Storage

Centralized Message Distribution Service (CMDS)

Calling Name (CNAM)

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

BellSouth Telecommunications, Inc.

NOW Communications, Inc.

Signature

Signature

Name

Name

Title

Title

Date

Date

Attachment 2

Network Elements and Other Services

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The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

3. High Frequency Spectrum Network Element

3.1 General

- 3.1.1 BellSouth shall provide NOW access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in Exhibit C. BellSouth shall provide NOW with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.
- 3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow NOW the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 CFR Section 51.230, including, but not limited to, ADSL, HDSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. NOW shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. NOW shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.
- 3.1.3 The following loop requirements are necessary for NOW to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide NOW access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 2.2 of this Agreement. BellSouth is not required to condition a loop for access to the high frequency spectrum if conditioning of that loop significantly degrades BellSouth's voice service. If NOW requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, NOW shall pay for the loop to be restored to its original state.
- 3.1.4 NOW's termination point is the point of termination for NOW on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use

jumperers to connect NOW's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to NOW's xDSL equipment in NOW's collocation space.

- 3.1.5 NOW shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.
- 3.2 Provisioning of High Frequency Spectrum and Splitter Space
 - 3.2.1 BellSouth will provide NOW with access to the High Frequency Spectrum as follows:
 - 3.2.1.1 BellSouth will install splitters within forty-two (42) calendar days of NOW's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.
 - 3.2.1.2 Once a splitter is installed on behalf of NOW in a central office, NOW shall be entitled to order the High Frequency Spectrum on lines served out of that central office.
 - 3.2.1.2.1 BellSouth will bill and NOW shall pay the SOMAN and SOMECH charges as described in Section 2.13 of this Agreement when NOW orders High Frequency Spectrum for end-user service.
 - 3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide NOW access to data ports on the splitter. At least 30 days before making a change in splitter suppliers, BellSouth will provide NOW with a carrier notification letter, informing NOW of change. NOW shall purchase ports on the splitter as set forth more fully below.
 - 3.2.1.4 BellSouth will install the splitter in (i) a common area close to the NOW collocation area, if possible; or (ii) in a BellSouth relay rack as close to the NOW DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified NOW DS0 at such time that a NOW end user's service is established.
 - 3.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and NOW desires to continue providing xDSL service on such loop, NOW shall be required to purchase a full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and NOW desires to continue providing xDSL

service on such loop, NOW shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give NOW notice in a reasonable time prior to disconnect, which notice shall give NOW an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and NOW purchases the full stand-alone loop, NOW may elect the type of loop it will purchase. NOW will pay the appropriate recurring and non-recurring rates for such loop as set forth in Exhibit C to this Attachment. In the event NOW purchases a voice grade loop, NOW acknowledges that such loop may not remain xDSL compatible.

- 3.2.1.6 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.
- 3.3 Ordering
 - 3.3.1 To order High Frequency Spectrum on a particular loop, NOW must have a DSLAM collocated in the central office that serves the end-user of such loop. NOW may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 3.2.1.1.
 - 3.3.2 BellSouth will devise a splitter order form that allows NOW to order splitter ports in increments of 24 ports.
 - 3.3.2.1 BellSouth will provide NOW the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
 - 3.3.3 BellSouth will provide access to the High Frequency Spectrum within the following target intervals: BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When NOW submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide NOW with access to the High Frequency Spectrum at the following target intervals:
 - 3.3.3.1 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.
 - 3.3.4 BellSouth will provide to NOW BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering as described below.

- 3.3.5 BellSouth will provide NOW access to the Preordering Loop Makeup (LMU), in accordance with Section 2.14 of this Agreement. BellSouth shall bill and NOW shall pay the rates for such services, as described in Exhibit C.
- 3.4 Maintenance and Repair
- 3.4.1 NOW shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. NOW may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 3.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point of demarcation in the central office. NOW will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.4.3 NOW shall inform its end users to direct data problems to NOW, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 3.4.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the loop.
- 3.4.5 In the event NOW's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify NOW and allow twenty-four (24) hours to cure the trouble. If NOW fails to resolve the trouble, BellSouth may discontinue NOW's access to the High Frequency Spectrum on such loop.

3.5 **Rates**

The prices that NOW shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If NOW purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

3.6 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

4. **Switching**

BELLSOUTH/NOW COMMUNICATIONS, INC. RATES
NETWORK ELEMENTS
AND OTHER SERVICES

Attachment 2
Exhibit C
Rates - Page 1

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NIDS										
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC2	\$11.63	\$6.15	NA	\$11.79	\$11.72	NA	\$11.68	NA	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC4	\$11.63	\$6.15	NA	\$11.79	\$11.72	NA	\$11.68	NA	NA
NID, 1-2 lines, per month	UND12	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UND12	TBD	\$94.56	TBD	\$94.56	\$93.90	TBD	TBD	TBD	TBD
NRC - Add'l	UND12	TBD	\$57.22	TBD	\$57.28	\$56.67	TBD	TBD	TBD	TBD
NRC - Disconnect Charge - 1st	UND12	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Disconnect Charge - Add'l	UND12	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	NA	\$3.50	\$3.50	NA	\$3.50	NA	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.94	NA	NA	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NID, 1-6 lines, per month	UND16	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UND16	TBD	\$136.75	TBD	\$136.91	\$135.29	TBD	TBD	TBD	TBD
NRC - Add'l	UND16	TBD	\$96.47	TBD	\$96.63	\$96.07	TBD	TBD	TBD	TBD
NRC - Disconnect Charge - 1st	UND16	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Disconnect Charge - Add'l	UND16	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	NA	\$3.50	\$3.50	NA	\$3.50	NA	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.94	NA	NA	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	\$21.56	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	\$3.84	TBD	NA	NA	TBD	TBD	TBD	TBD
Nonrecurring Charge - customer transfer, feature additions, changes (1)		\$5.00	NA	NA	NA	NA	\$5.00	NA	NA	NA
LOOP EXCLUDING NID										
2-Wire Analog VG Loop (Standard), per month		NA	NA	NA	\$18.20	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	\$86.08	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$58.57	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), per month		NA	NA	NA	\$21.41	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	\$236.75	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$177.10	NA	NA	NA	NA	NA
4-Wire Analog VG Loop (Standard), per month		NA	NA	NA	\$26.38	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	\$457.14	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$348.83	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop (Standard), per month		NA	NA	NA	\$29.65	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	\$541.28	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$431.61	NA	NA	NA	NA	NA
2-Wire ADSL Loop (Standard), per month		NA	NA	NA	\$10.63	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	\$713.50	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$609.44	NA	NA	NA	NA	NA
2-Wire HDSL Loop (Standard), per month		NA	NA	NA	\$7.40	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	\$713.50	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$609.44	NA	NA	NA	NA	NA
4-Wire HDSL Loop (Standard), per month		NA	NA	NA	\$3.70	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	\$748.93	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$646.17	NA	NA	NA	NA	NA
LOOP, INCLUDING NID										
2-Wire Analog VG Loop-SL1										

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BELLSOUTH/NOW COMMUNICATIONS, INC. RATES

NETWORK ELEMENTS

AND OTHER SERVICES

	NRC - Disconnect Charge - 1st	UHL2W	\$106.65	\$108.29	NA	\$112.86	\$112.32	\$105.86	NA	NA	NA	NA
	NRC - Disconnect Charge - Add'l	UHL2W	\$66.98	\$15.46	NA	\$15.88	\$15.81	\$57.25	NA	NA	NA	NA
	NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
	NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	TBD
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	NA	\$19.99
	NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.94	NA	NA	NA	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$6.06	\$11.34	\$12.76	\$13.55	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	NA
4-Wire HDSL Compatible Loop, incl Main Svc Inquiry & Fac Resrvy												
	RC - Statewide, per month	UHL4X	NA	NA	NA	NA	NA	NA	\$13.97	NA	\$17.91	NA
	RC - Zone 1, per month (Note 2)	UHL4X	\$11.52	\$14.75	\$10.39	\$7.66	\$12.97	\$10.36	TBD	\$16.21	\$15.46	NA
	RC - Zone 2, per month (Note 2)	UHL4X	\$18.71	\$21.59	\$12.00	\$14.38	\$21.76	\$13.73	TBD	\$24.45	\$19.46	NA
	RC - Zone 3, per month (Note 2)	UHL4X	\$33.90	\$47.64	\$19.07	\$24.82	\$44.44	\$19.62	TBD	\$32.38	\$27.88	NA
	RC - Zone 4, per month (Note 2)	UHL4X	NA	NA	NA	NA	NA	\$25.90	NA	NA	NA	NA
	NRC - 1st	UHL4X	\$541.13	\$116.91	\$378.86	\$748.93	\$361.45	\$531.21	\$531.35	\$625.11	\$666.70	NA
	NRC - Add'l	UHL4X	\$491.50	\$101.71	\$344.28	\$646.17	\$328.35	\$482.63	\$482.62	\$532.78	\$566.86	NA
	NRC - Disconnect Charge - 1st	UHL4X	\$106.65	\$161.19	NA	NA	\$72.54	\$105.86	NA	NA	NA	NA
	NRC - Disconnect Charge - Add'l	UHL4X	\$66.98	\$26.10	NA	NA	\$39.42	\$57.25	NA	NA	NA	NA
	NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	NA	TBD
	NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.94	NA	NA	NA	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$6.06	\$11.34	\$12.76	\$13.55	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	NA
4-Wire DS1 Digital Loop												
	RC - Statewide, per month	USLXX	NA	NA	NA	NA	NA	NA	\$62.78	NA	NA	NA
	RC - Zone 1, per month (Note 2)	USLXX	\$51.74	\$64.69	\$55.53	\$50.26	\$56.32	\$50.99	TBD	\$59.61	\$57.73	NA

[illegible]

BELLSOUTH/NOV COMMUNICATIONS, INC. RATES

**NETWORK ELEMENTS
AND OTHER SERVICES**

	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
	2-Wire Unb Copper Loop/Short (< or = 18Kft), Incl Man SI & Fac Res*											
	RC - Stalewide, per month	UCLPB	\$15.11	NA	\$13.97	NA	NA	NA	NA	\$20.81	NA	
	RC - Zone 1, per month (Note 2)	UCLPB	TBD	\$18.60	\$19.80	\$14.94	\$16.34	\$16.85	\$12.27	\$18.90	\$19.85	
	RC - Zone 2, per month (Note 2)	UCLPB	TBD	\$27.23	\$22.86	\$15.15	\$17.99	\$22.34	\$20.63	\$28.50	\$24.98	
	RC - Zone 3, per month (Note 2)	UCLPB	TBD	\$60.07	\$36.34	\$15.73	\$18.83	\$31.92	\$23.88	\$37.75	\$35.81	
	RC - Zone 4, per month (Note 2)	UCLPB	NA	NA	NA	NA	NA	\$42.13	NA	NA	NA	
	NRC - 1st	UCLPB	\$514.21	\$389.84	\$395.16	\$391.93	\$386.13	\$504.82	\$450.00	\$600.61	\$270.01	
	NRC - Add'l	UCLPB	\$464.58	\$251.26	\$217.39	\$251.98	\$246.38	\$456.24	\$390.00	\$507.33	\$234.63	
	NRC - Disconnect Charge - 1st	UCLPB	TBD	\$154.23	\$142.27	\$160.06	\$159.29	\$105.86	NA	NA	\$74.54	
	NRC - Service Order submitted Electronically, per LSR	UCLPB	TBD	\$35.23	\$37.86	\$36.20	\$36.02	\$57.25	NA	NA	\$39.14	
	NRC - Disconnect Charge - Add'l	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
	NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	\$19.99	
	NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.94	NA	NA	NA	NA	NA	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$47.00	NA	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$21.00	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$25.52	NA	
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	\$142.27	NA	\$11.41	\$16.06	NA	\$21.00	NA	
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	\$37.86	NA	\$11.41	\$16.06	NA	\$21.00	NA	
	NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	\$16.00	\$16.31	\$36.46	\$16.31	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29	
	2-Wire Unb Copper Loop/Short (< or = 18Kft), without Man SI & Fac Res											
	RC - Stalewide, per month	UCLPW	NA	NA	NA	NA	NA	NA	NA	\$20.81	NA	
	Zone 1, per month	UCLPW	TBD	\$18.60	\$11.90	\$14.94	\$16.34	\$16.85	\$12.27	\$18.90	\$19.85	
	Zone 2, per month	UCLPW	TBD	\$27.23	\$13.74	\$15.15	\$17.99	\$22.34	\$20.63	\$28.50	\$24.98	
	Zone 3, per month	UCLPW	TBD	\$60.07	\$21.83	\$15.73	\$18.83	\$31.92	\$23.88	\$37.75	\$35.81	
	Zone 4, per month	UCLPW	NA	NA	NA	NA	NA	\$42.13	NA	NA	NA	
	NRC - 1st	UCLPW	\$375.21	\$257.00	\$154.13	\$259.09	\$253.48	\$365.82	\$311.00	\$461.61	\$131.01	
	NRC - Add'l	UCLPW	\$325.58	\$173.62	\$139.75	\$174.35	\$168.86	\$317.24	\$251.00	\$368.33	\$95.61	
	NRC - Disconnect Charge - 1st	UCLPW	TBD	\$108.29	\$140.73	\$112.86	\$112.32	\$105.86	NA	NA	\$74.54	
	NRC - Service Order submitted Electronically, per LSR	UCLPW	TBD	\$15.46	\$37.45	\$15.88	\$15.81	\$57.25	NA	NA	\$39.14	
	NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	
	NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	\$19.99	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00	NA	NA	NA	\$18.14	\$25.52	\$26.94	\$47.00	NA	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$21.00	NA	NA	NA	\$8.06	\$11.34	\$12.76	\$25.52	NA	
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	\$21.00	NA	
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	\$21.00	NA	
	NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	\$16.00	\$16.31	\$36.46	\$16.31	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29	
	2-Wire Unb Copper Loop/Long (> 18Kft), Incl Man SI & Fac Res											
	RC - Stalewide, per month	UCL2L	\$40.00	NA	\$41.61	NA	NA	NA	NA	NA	NA	
	RC - Zone 1, per month (Note 2)	UCL2L	TBD	\$48.79	\$19.80	\$36.19	\$43.92	\$16.85	\$36.66	\$18.90	\$19.85	
	RC - Zone 2, per month (Note 2)	UCL2L	TBD	\$58.13	\$22.86	\$49.31	\$59.76	\$22.34	\$64.03	\$28.50	\$24.98	
	RC - Zone 3, per month (Note 2)	UCL2L	TBD	\$71.17	\$36.34	\$80.78	\$104.74	\$31.92	\$73.89	\$37.75	\$35.81	
	RC - Zone 4, per month (Note 2)	UCL2L	NA	NA	NA	NA	NA	\$42.13	NA	NA	NA	
	NRC - 1st	UCL2L	\$514.21	\$331.86	\$395.16	\$333.21	\$332.73	\$504.82	\$450.00	\$600.61	\$270.01	
	NRC - Add'l	UCL2L	\$464.58	\$193.27	\$217.39	\$192.99	\$192.99	\$456.24	\$390.00	\$507.33	\$234.63	
	NRC - Disconnect Charge - 1st	UCL2L	NA	\$154.23	\$142.27	\$160.06	\$159.29	\$105.86	NA	NA	\$74.54	
	NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	

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BELLSOUTH/NOW COMMUNICATIONS, INC. RATES

**NETWORK ELEMENTS
AND OTHER SERVICES**

Zone 2, per month	UCL4W	TBD	\$30.53	\$19.22	\$23.00	\$26.62	\$27.50	\$29.75	\$27.50	\$27.50	
Zone 3, per month	UCL4W	TBD	\$32.24	\$30.35	\$19.08	\$28.75	\$30.00	\$34.14	\$30.00	\$30.00	
Zone 4, per month	UCL4W	NA	NA	NA	NA	NA	\$35.00	NA	NA	NA	
NRC - 1st	UCL4W	TBD	\$305.43	\$214.80	\$307.51	\$301.83	\$261.00	\$261.00	\$261.00	\$261.00	
NRC - Add'l	UCL4W	TBD	\$222.05	\$162.61	\$222.77	\$217.22	\$161.00	\$161.00	\$161.00	\$161.00	
NRC - Disconnect Charge - 1st	UCL4W	TBD	\$114.30	\$156.25	\$122.17	\$124.19	\$150.00	\$150.00	\$150.00	\$150.00	
NRC - Disconnect Charge - Add'l	UCL4W	TBD	\$19.58	\$41.96	\$20.64	\$20.38	\$40.00	\$40.00	\$40.00	\$40.00	
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	\$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	\$18.14	\$25.52	\$26.94	\$47.00	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	\$8.06	\$11.34	\$12.76	\$25.52	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	\$11.41	\$16.06	NA	\$21.00	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	TBD	NA	NA	NA	\$11.41	\$16.06	NA	\$21.00	NA	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	\$16.31	\$36.46	\$16.31	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29	
4-Wire Unb Copper LoopLong (>18kft), incl Man Svc lng & Fac Res											
Statewide, Per month	UCL4L	TBD	NA	\$55.86	NA	NA	NA	NA	NA	NA	
Zone 1, per month	UCL4L	TBD	\$82.70	\$47.56	\$61.02	\$77.94	\$50.00	\$54.54	\$50.00	\$50.00	
Zone 2, per month	UCL4L	TBD	\$119.02	\$54.92	\$55.74	\$115.84	\$60.00	\$90.93	\$60.00	\$60.00	
Zone 3, per month	UCL4L	TBD	\$147.54	\$87.30	\$88.97	\$143.00	\$90.00	\$105.09	\$90.00	\$90.00	
Zone 4, per month	UCL4L	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
NRC - 1st	UCL4L	TBD	\$380.29	\$397.06	\$381.63	\$381.09	\$400.00	\$400.00	\$400.00	\$400.00	
NRC - Add'l	UCL4L	TBD	\$241.70	\$227.88	\$241.69	\$241.35	\$300.00	\$300.00	\$300.00	\$300.00	
NRC - Disconnect Charge - 1st	UCL4L	TBD	\$161.19	\$156.25	\$171.58	\$174.43	\$150.00	\$150.00	\$150.00	\$150.00	
NRC - Disconnect Charge - Add'l	UCL4L	TBD	\$39.76	\$41.96	\$41.90	\$42.60	\$40.00	\$40.00	\$40.00	\$40.00	
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	\$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	\$18.14	\$25.52	\$26.94	\$47.00	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	\$8.06	\$11.34	\$12.76	\$25.52	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	\$11.41	\$16.06	NA	\$21.00	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	TBD	NA	NA	NA	\$11.41	\$16.06	NA	\$21.00	NA	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	\$16.31	\$36.46	\$16.31	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29	
4-Wire Unb Copper LoopLong (>18kft), without Man SI & Fac Res											
Statewide, Per month	UCL4O	TBD	NA	\$55.86	NA	NA	NA	NA	NA	NA	
Zone 1, per month	UCL4O	TBD	\$82.70	\$47.56	\$61.02	\$77.94	\$50.00	\$54.54	\$50.00	\$50.00	
Zone 2, per month	UCL4O	TBD	\$119.02	\$54.92	\$55.74	\$115.84	\$60.00	\$90.93	\$60.00	\$60.00	
Zone 3, per month	UCL4O	TBD	\$147.54	\$87.30	\$88.97	\$143.00	\$90.00	\$105.09	\$90.00	\$90.00	
Zone 4, per month	UCL4O	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
NRC - 1st	UCL4O	TBD	\$247.44	\$397.06	\$248.79	\$248.44	\$261.00	\$261.00	\$261.00	\$261.00	
NRC - Add'l	UCL4O	TBD	\$164.06	\$227.88	\$164.05	\$163.82	\$161.00	\$161.00	\$161.00	\$161.00	
NRC - Disconnect Charge - 1st	UCL4O	TBD	\$114.30	\$156.25	\$122.17	\$124.19	\$150.00	\$150.00	\$150.00	\$150.00	
NRC - Disconnect Charge - Add'l	UCL4O	TBD	\$19.58	\$41.96	\$20.64	\$20.98	\$40.00	\$40.00	\$40.00	\$40.00	
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	\$19.99	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	\$18.14	\$25.52	\$26.94	\$47.00	NA	

**BELL SOUTH/NOW COMMUNICATIONS, INC. RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

Attachment 2
Exhibit C
Rates - Page 10

	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	NA	\$8.06	\$11.34	\$12.76	\$25.52	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	NA	\$11.41	\$16.06	NA	\$21.00	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.41	\$16.06	NA	\$21.00	NA
	NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	\$16.31	\$36.46	\$16.31	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29	
D33 Local Loop												
	D33 Unbundled Local Loop - per mile	1L5ND	\$10.85	\$11.77	\$8.90	\$43.69	\$11.26	\$54.39	\$32.53	\$15.53	\$30.53	
	D33 Unbundled Local Loop - per Facility Termination	UE3PX	\$419.65	\$404.58	\$390.34	\$436.95	\$439.59	\$427.81	\$387.01	\$421.60	\$400.21	
	NRC - Facility Termination - 1st	UE3PX	\$640.54	\$903.37	\$639.50	\$1,091.00	\$594.70	\$976.22	\$964.04	\$735.42	\$726.16	
	NRC - Facility Termination - Add'l	UE3PX	\$426.82	\$528.05	\$426.40	\$661.23	\$396.54	\$549.17	\$542.73	\$519.31	\$411.64	
	NRC - Facility Termination - Disconnect - 1st	UE3PX	\$121.72	\$221.46	\$122.31	NA	\$102.16	\$134.07	NA	NA	\$103.36	
	NRC - Facility Termination - Disconnect - Add'l	UE3PX	\$118.54	\$154.90	\$119.14	NA	\$99.46	\$130.59	NA	NA	\$100.59	
	NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99	
	NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
	NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	
	NRC - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	\$50.25	\$34.92	\$68.62	\$29.76	\$54.26	NA	
	NRC - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	\$50.25	\$34.92	\$68.62	\$29.76	\$54.26	NA	
	NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	\$20.94	\$20.94	\$28.59	NA	NA	NA	
	NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	\$20.94	\$20.94	\$28.59	NA	NA	NA	
STS-1 Local Loop												
	STS-1 Unbundled Local Loop - per mile	1L5ND	\$10.85	\$11.77	\$8.90	\$43.69	\$38.98	\$54.39	\$32.53	\$15.53	\$30.53	
	STS-1 Unbundled Local Loop - per Facility Termination	UDLS1	\$419.65	\$446.09	\$421.59	\$436.95	\$497.08	\$427.81	\$387.01	\$431.32	\$400.21	
	NRC - STS-1 - Facility Termination - 1st	UDLS1	\$640.54	\$903.37	\$639.50	\$1,091	\$709.14	\$975.22	\$964.04	\$735.42	\$726.16	
	NRC - STS-1 - Facility Termination - Add'l	UDLS1	\$426.82	\$528.05	\$426.40	\$661.23	\$402.63	\$549.17	\$542.73	\$519.31	\$411.64	
	NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	\$121.72	\$221.46	\$122.31	NA	\$102.16	\$134.07	NA	NA	\$103.36	
	NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	\$118.54	\$154.90	\$119.14	NA	\$99.46	\$130.59	NA	NA	\$100.59	
	NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99	
	NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
	NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	
	NRC - STS-1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	\$50.25	\$68.62	\$29.76	\$54.26	NA	NA	
	NRC - STS-1 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	\$50.25	\$68.62	\$29.76	\$54.26	NA	NA	
	NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	\$20.94	\$20.94	\$28.59	NA	NA	NA	
	NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	\$20.94	\$20.94	\$28.59	NA	NA	NA	
OC3 Local Loop												
	Local Loop - OC3 - per Mile	1L5ND	\$8.23	\$8.93	\$6.75	\$73.15	\$29.58	\$41.27	\$24.69	\$11.78	\$23.16	
	Local Loop - OC3 - per Facility Termination		\$691.33	\$648.60	\$630.21	\$733.29	\$753.65	\$689.68	\$611.36	\$701.71	\$620.20	
	NRC - OC3 - Facility Termination - 1st		\$949.63	\$966.45	\$947.69	\$1,543	\$1,025	\$1,427	\$1,411	\$1,044	\$1,050	
	NRC - OC3 - Facility Termination - Add'l		\$413.38	\$408.85	\$413.00	\$661.23	\$402.63	\$549.17	\$542.73	\$505.88	\$411.64	
	NRC - OC3 - Facility Termination - Disconnect - 1st		\$121.72	\$11.56	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36	
	NRC - OC3 - Facility Termination - Disconnect - Add'l		\$118.54	\$108.34	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59	
	NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99	
	NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
	NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
	NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	
	NRC - OC3 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$68.62	\$69.34	\$54.26	NA	
	NRC - OC3 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$68.62	\$69.34	\$54.26	NA	
	NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA	
	NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA	
OC-12 Local Loop												
	Local Loop - OC12 - per Mile	1L5ND	\$10.13	\$10.99	\$8.31	\$40.80	\$36.40	\$50.79	\$30.38	\$14.50	\$26.51	
	Local Loop - OC12 - per Facility Termination		\$2,557	\$2,053.06	\$2,109.00	\$2,457	\$2,571	\$2,371	\$2,122	\$2,663	\$2,076	
	NRC - OC12 - Facility Termination - 1st		\$1,165	\$1,183.46	\$1,162.00	\$1,858	\$1,245	\$1,742	\$1,722	\$1,259	\$1,276	
	NRC - OC12 - Facility Termination - Add'l		\$413.38	\$408.85	\$413.00	\$661.23	\$402.63	\$549.17	\$542.73	\$505.88	\$411.64	

BELLSOUTH/KNOW COMMUNICATIONS, INC. RATES

**NETWORK ELEMENTS
AND OTHER SERVICES**

	NRC - OC12 - Facility Termination - Disconnect - 1st		\$121.72	\$111.56	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
	NRC - OC12 - Facility Termination - Disconnect - Add1	SOMAN	\$118.54	\$108.34	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
	NRC - Manual Svc Order, per LSR	NA	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
	NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEK	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
	NRC - Electronic Svc Order, per LSR disconnect	SOMEK	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Incremental Change - Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$68.62	\$68.62	\$54.26	NA
	NRC - OC12 - Incremental Change - Manual Svc Order - Add1	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$68.62	\$68.62	\$54.26	NA
	NRC - OC12 - Incremental Cost-Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$28.59	NA	NA
	NRC - OC12 - Incremental Cost-Manual Svc Order vs. Elect-Disconnect-Add1	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$28.59	NA	NA
	OC - 48 Local Loop										
	Local Loop - OC48 - per Mile	1L5ND	\$33.22	\$36.04	\$27.25	\$133.84	\$119.40	\$166.59	\$120.02	\$47.57	\$93.50
	Local Loop - OC48 - per Facility Termination		\$1.713	\$1,685.97	\$1,598.00	\$2,129	\$2,268	\$1,753	\$1,677	\$1,733	\$1,832
	Local Loop - OC12 interface on OC48 Facility		\$736.71	\$587.71	\$594.80	\$725.77	\$723.29	\$667.00	\$582.66	\$773.40	\$570.54
	NRC - OC48 - Facility Termination - 1st		\$1,165	\$1,183.46	\$1,162.00	\$1,858	\$1,245	\$1,742	\$1,722	\$1,259	\$1,276
	NRC - OC48 - Facility Termination - Add1		\$413.38	\$408.85	\$413.00	\$661.23	\$402.63	\$549.17	\$542.73	\$505.88	\$411.64
	NRC - OC48 - Interface OC12 on OC48 - 1st		\$121.72	\$543.72	\$539.36	\$844.21	\$532.13	\$729.04	\$720.81	\$635.04	\$544.55
	NRC - OC48 - Interface OC12 on OC48 - Add1		\$118.54	\$312.05	\$317.38	\$516.89	\$304.90	\$404.94	\$400.38	\$410.02	\$311.39
	NRC - OC48 - Facility Termination - Disconnect - 1st		\$121.72	\$111.56	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
	NRC - OC48 - Facility Termination - Disconnect - Add1		\$118.54	\$108.34	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
	NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st		\$121.72	\$111.56	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
	NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add1		\$118.54	\$108.34	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
	NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
	NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEK	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
	NRC - Electronic Svc Order, per LSR disconnect	SOMEK	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Facility Termination-Manual Svc Order vs. Electronic-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	\$93.12	\$20.94	\$28.59	NA	NA	NA
	NRC - OC48 - Facility Termination-Manual Svc Order vs. Electronic-Disconnect-Add1	SOMAN	\$19.03	NA	\$18.03	\$93.12	\$20.94	\$28.59	NA	NA	NA
	NRC - OC48 - Interface - Manual Svc Order vs. Electronic-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	NA	NA	NA
	NRC - OC48 - Interface - Manual Svc Order vs. Electronic-Disconnect-Add1	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	NA	NA	NA
	NRC - OC48 - Interface - Manual Svc Order vs. Electronic-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	NA	NA	NA
	NRC - OC48 - Interface - Manual Svc Order vs. Electronic-Disconnect-Add1	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	NA	NA	NA
	NRC - OC48 - Incremental Change-Manual Svc Order-1st	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$68.62	\$68.34	\$54.26	NA
	NRC - OC48 - Incremental Change-Manual Svc Order-Add1	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$68.62	\$68.34	\$54.26	NA
	NRC - OC48 - Interface OC12 on OC48 - Incremental Change-Manual Svc Order	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$68.34	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - Incremental Change-Manual Svc Order	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$68.34	NA	NA
	Unbundled Loop Modification/Conditioning										
	NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops less than or equal to 18kt **	ULM2L	\$65.23	\$65.40	\$69.28	\$65.40	\$65.30	\$80.55	\$65.49	\$65.20	\$65.40
	NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kt - 1st **	ULM2G	\$716.70	\$710.71	\$757.04	\$710.73	\$709.71	\$880.00	\$719.55	\$716.32	\$710.71
	NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kt - Add1 **	ULM2G	\$23.55	\$23.77	\$23.49	\$23.77	\$23.74	\$27.30	\$23.65	\$23.54	\$23.77
	NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops less than or equal to 18kt **	ULM4L	\$65.23	\$65.40	\$69.28	\$65.40	\$65.30	\$80.55	\$65.49	\$65.20	\$65.40
	NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kt - 1st **	ULM4G	\$716.70	\$710.71	\$757.04	\$710.73	\$709.71	\$880.00	\$719.55	\$716.32	\$710.71
	NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kt - Add1 **	ULM4G	\$23.55	\$23.77	\$23.49	\$23.77	\$23.74	\$27.30	\$23.65	\$23.54	\$23.77
	NRC - Bridge Tap Removal per pair unloaded **	ULMBT	\$65.28	\$65.44	\$79.99	\$65.44	\$65.35	\$121.14	\$65.64	\$65.24	\$65.44
	UNBUNDLED SUB-LOOPS										
	SUB-LOOP DISTRIBUTION										
	Cross-Box Set-Up										
	NRC - Set-Up per Cross Box location in the field - CLEC Feeder Facility set-up	USBSA	\$517.43	\$711.78	\$421.08	\$627.16	\$639.68	TBD	\$498.09	\$510.15	TBD
	NRC - Set-Up per Cross Box location in the field - per 25 pair panel set-up	USBSB	\$44.87	\$45.28	\$67.10	\$45.28	\$45.22	TBD	\$45.04	\$44.84	TBD

BELLSOUTH/NOV COMMUNICATIONS, INC. RATES

**NETWORK ELEMENTS
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	NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	USBSC	\$311.77	\$333.44	\$394.74	\$407.02	\$289.90	TBD	\$313.01	\$311.60	\$314.09	
	NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBSD	\$107.63	\$109.85	\$154.57	\$111.55	\$104.26	TBD	\$108.06	\$108.17	\$119.07	
Loop Distribution per 2-Wire Analog VG Sub-Loop, per month												
	Zone 1, per month	USBN2	\$9.05	NA	\$9.12	NA	NA	TBD	NA	\$8.34	TBD	
	Zone 2, per month	USBN2	TBD	\$9.36	TBD	\$9.03	\$10.33	TBD	\$7.99	NA	TBD	
	Zone 3, per month	USBN2	TBD	\$12.49	TBD	\$12.25	\$14.43	TBD	\$12.63	NA	TBD	
	Zone 4, per month	USBN2	TBD	\$16.13	TBD	\$16.71	\$21.11	TBD	\$14.43	NA	TBD	
	NRC - 1st	USBN2	NA	NA	NA	NA	NA	TBD	NA	NA	NA	
	NRC - Add'l	USBN2	\$125.53	\$139.20	\$207.01	\$139.19	\$138.99	TBD	\$126.03	\$195.98	TBD	
	NRC - Disconnect Charge - 1st	USBN2	\$54.32	\$61.94	\$171.32	\$61.93	\$61.84	TBD	\$54.54	\$63.70	TBD	
	NRC - Disconnect Charge - Add'l	USBN2	\$92.45	\$98.49	TBD	\$101.18	\$100.70	TBD	\$71.13	NA	TBD	
	NRC - Service Order submitted Electronically, per LSR	USBN2	\$13.21	\$13.08	TBD	\$13.44	\$13.37	TBD	\$10.16	NA	TBD	
	NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD	
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	\$8.42	NA	\$8.06	TBD	\$12.76	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$11.41	TBD	\$15.12	NA	TBD	
	NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	\$51.29	\$16.31	\$34.22	\$16.31	\$16.29	TBD	\$45.34	\$45.43	TBD	
Loop Distribution per 4-Wire Analog VG Sub-Loop, per month												
	Zone 1, per month	USBN4	\$10.56	NA	\$8.32	NA	\$15.67	TBD	NA	\$10.22	TBD	
	Zone 2, per month	USBN4	TBD	\$10.12	TBD	\$10.18	\$15.67	TBD	\$9.23	NA	TBD	
	Zone 3, per month	USBN4	TBD	\$18.29	TBD	\$9.44	\$20.35	TBD	\$14.63	NA	TBD	
	Zone 4, per month	USBN4	TBD	\$26.09	TBD	\$13.38	\$24.93	TBD	\$16.73	NA	TBD	
	NRC - 1st	USBN4	NA	NA	NA	NA	NA	TBD	NA	NA	TBD	
	NRC - Add'l	USBN4	\$155.90	\$165.68	\$219.35	\$165.67	\$165.43	TBD	\$156.52	\$232.76	TBD	
	NRC - Disconnect Charge - 1st	USBN4	\$79.35	\$88.42	\$72.99	\$88.41	\$88.29	TBD	\$79.66	\$91.92	TBD	
	NRC - Disconnect Charge - Add'l	USBN4	\$107.24	\$104.31	\$123.72	\$109.94	\$111.76	TBD	\$78.56	NA	TBD	
	NRC - Service Order submitted Electronically, per LSR	USBN4	\$18.46	\$17.15	\$28.77	\$18.08	\$18.38	TBD	\$13.33	NA	TBD	
	NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD	
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	\$8.06	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	\$11.41	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	\$51.29	\$16.31	\$34.22	\$16.31	\$16.29	TBD	\$45.34	\$45.43	TBD	
Loop Distribution per 2 Wire Unbundled Copper Sub-Loop, per month												
	Zone 1, per month	UCS2X	\$6.55	NA	TBD	NA	NA	TBD	\$7.33	NA	TBD	
	Zone 2, per month	UCS2X	TBD	\$10.37	TBD	\$8.01	\$8.72	TBD	\$10.95	NA	TBD	
	Zone 3, per month	UCS2X	TBD	\$12.76	TBD	\$11.02	\$14.08	TBD	\$12.36	NA	TBD	
	Zone 4, per month	UCS2X	NA	NA	NA	NA	NA	TBD	NA	NA	TBD	
	NRC - 1st	UCS2X	\$136.55	\$139.20	TBD	\$139.19	\$138.99	TBD	\$137.10	\$212.46	TBD	
	NRC - Add'l	UCS2X	\$60.00	\$61.94	TBD	\$61.93	\$61.84	TBD	\$60.24	\$70.03	TBD	
	NRC - Disconnect Charge - 1st	UCS2X	\$99.54	\$98.49	TBD	\$101.18	\$100.70	TBD	\$76.58	NA	TBD	
	NRC - Disconnect Charge - Add'l	UCS2X	\$14.05	\$13.08	TBD	\$13.44	\$13.37	TBD	\$10.81	NA	TBD	
	NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD	
	NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	\$18.14	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	\$8.06	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$11.41	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	\$51.29	\$16.31	TBD	\$16.31	\$16.29	TBD	\$45.34	\$45.43	TBD	
	Zone 1, per month	UCS4X	\$8.06	NA	TBD	NA	NA	TBD	NA	\$8.86	NA	
	Zone 2, per month	UCS4X	TBD	\$7.11	TBD	\$10.65	\$10.48	TBD	\$7.14	NA	TBD	

BELLSOUTH/NOW COMMUNICATIONS, INC. RATES

NETWORK ELEMENTS

AND OTHER SERVICES

Zone 2, per month	UCS4X	TBD	\$11.26	TBD	\$9.71	\$13.52	TBD	\$11.09	NA	TBD
Zone 3, per month	UCS4X	TBD	\$16.92	TBD	\$8.45	\$17.66	TBD	\$12.63	NA	TBD
Zone 4, per month	UCS4X	NA	NA	NA	NA	NA	TBD	NA	NA	TBD
NRC - 1st	UCS4X	\$161.59	\$165.68	TBD	\$165.67	\$165.43	TBD	\$162.24	\$238.46	TBD
NRC - Add'l	UCS4X	\$85.04	\$88.42	TBD	\$86.41	\$88.29	TBD	\$85.38	\$97.61	TBD
NRC - Disconnect Charge - 1st	UCS4X	\$107.24	\$104.31	TBD	\$109.94	\$111.76	TBD	\$78.56	NA	TBD
NRC - Disconnect Charge - Add'l	UCS4X	\$18.46	\$17.15	TBD	\$18.08	\$18.38	TBD	\$13.53	NA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	\$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	\$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$11.41	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	\$51.29	\$16.31	TBD	\$16.31	\$16.29	TBD	\$45.34	\$45.43	TBD
Sub-Loop-Intrabldg Ntwk Cable (aka riser cable), 2W analog, per mo	USBR2	\$113.60	\$13.62	\$137.03	\$13.61	\$106.11	TBD	\$114.05	\$189.52	\$150.35
NRC - 1st	USBR2	\$113.60	\$13.62	\$137.03	\$13.61	\$106.11	TBD	\$114.05	\$189.52	\$150.35
NRC - Add'l	USBR2	\$50.44	\$36.36	\$41.59	\$36.35	\$35.12	TBD	\$37.20	\$47.09	\$45.63
NRC - Disconnect Charge - 1st	USBR2	\$99.54	\$98.48	\$115.85	\$101.18	\$93.19	TBD	\$76.58	NA	\$128.85
NRC - Disconnect Charge - Add'l	USBR2	\$14.05	\$13.08	\$19.17	\$13.44	\$13.92	TBD	\$10.81	NA	\$21.32
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	\$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	\$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	\$11.41	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	\$51.29	\$16.31	\$34.22	\$16.31	\$16.29	TBD	\$45.34	\$45.43	\$55.00
Sub-Loop-Intrabldg Ntwk Cable (aka riser cable), 4W analog, per mo	USBR4	\$2.17	\$7.20	\$2.96	\$6.29	\$2.83	TBD	\$3.75	\$2.78	\$2.55
NRC - 1st	USBR4	\$2.17	\$7.20	\$2.96	\$6.29	\$2.83	TBD	\$3.75	\$2.78	\$2.55
NRC - Add'l	USBR4	\$126.10	\$176.46	\$126.10	\$118.69	TBD	\$127.67	\$204.20	\$193.62	\$60.47
NRC - Disconnect Charge - 1st	USBR4	\$50.62	\$48.84	\$55.11	\$48.84	\$47.70	TBD	\$50.82	\$60.47	\$135.88
NRC - Disconnect Charge - Add'l	USBR4	\$107.45	\$104.31	\$122.17	\$108.94	\$101.65	TBD	\$78.71	\$21.76	\$3.50
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	\$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	\$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	\$11.41	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	\$51.29	\$16.31	\$34.22	\$16.31	\$16.29	TBD	\$45.34	\$45.43	\$55.00
SUB-LOOP FEEDER										
Cross-Box Set-Up										
NRC - DS0 Set-Up per Cross Box location - CLEC Distribution Facility set-up	USBFW	517.43	711.78	\$421.08	627.16	\$639.68	TBD	498.09	510.15	TBD
NRC - DS0 Set-Up per Cross Box location - per 25 pair panel set-up	USBFX	44.87	45.28	\$67.10	45.28	\$45.22	TBD	45.04	44.84	TBD
NRC - DS1 Set-Up per Cross Box location - CLEC Distribution Facility set-up	USBFY	517.43	711.78	\$421.08	627.16	\$639.68	TBD	498.09	510.15	TBD
NRC - DS1 Set-Up per Cross Box location - per pair panel set-up	USBFZ	44.87	45.28	\$67.10	45.28	\$45.22	TBD	45.04	44.84	TBD
2-Wire Analog VG Ground-Start Unbundled Sub-Loop Feeder, per month										
Zone 1, per month	USBFA	\$13.68	NA	\$8.58	NA	NA	TBD	NA	\$10.06	NA
Zone 2, per month	USBFA	TBD	\$10.75	TBD	\$10.36	\$11.01	TBD	\$8.92	NA	TBD
Zone 3, per month	USBFA	TBD	\$11.57	TBD	\$13.62	\$13.36	TBD	\$14.10	NA	TBD
Zone 4, per month	USBFA	TBD	\$13.51	TBD	\$19.69	\$21.56	TBD	\$16.11	NA	TBD

BELLSOUTH/NOW COMMUNICATIONS, INC. RATES

NETWORK ELEMENTS

AND OTHER SERVICES

	NRC - 1st	USBFA	\$198.42	\$193.62	\$206.44	\$192.57	\$192.30	TBD	\$122.52	\$199.27	TBD	
	NRC - Add'l	USBFA	\$116.66	\$113.00	\$170.05	\$111.96	\$111.80	TBD	\$46.61	\$60.33	TBD	
	NRC - Disconnect Charge - 1st	USBFA	\$119.95	\$116.59	TBD	\$118.14	\$118.57	TBD	\$179.90	NA	TBD	
	NRC - Disconnect Charge - Add'l	USBFA	\$27.04	\$26.70	TBD	\$26.79	\$26.66	TBD	\$14.68	NA	TBD	
	NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD	
	NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	\$18.94	NA	\$18.14	TBD	\$26.94	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	\$8.42	NA	\$8.06	TBD	\$12.76	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$11.41	TBD	\$15.12	NA	TBD	
2-Wire Analog VG Loop-Start Unbundled Sub-Loop Feeder, per month												
	Zone 1, per month	USBFB	\$13.68	NA	\$8.58	NA	NA	TBD	NA	\$10.06	NA	
	Zone 2, per month	USBFB	TBD	\$10.75	TBD	\$10.36	\$11.01	TBD	\$8.92	NA	TBD	
	Zone 3, per month	USBFB	TBD	\$11.57	TBD	\$13.62	\$13.36	TBD	\$14.10	NA	TBD	
	Zone 4, per month	USBFB	TBD	\$13.51	TBD	\$19.69	\$21.56	TBD	\$16.11	NA	TBD	
	NRC - 1st	USBFB	\$198.42	\$193.62	\$206.44	\$192.57	\$192.30	TBD	\$122.52	\$199.27	TBD	
	NRC - Add'l	USBFB	\$116.66	\$113.00	\$170.05	\$111.96	\$111.80	TBD	\$46.61	\$60.33	TBD	
	NRC - Disconnect Charge - 1st	USBFB	\$119.95	\$116.59	TBD	\$118.14	\$118.57	TBD	\$179.90	NA	TBD	
	NRC - Disconnect Charge - Add'l	USBFB	\$27.04	\$26.70	TBD	\$26.79	\$26.66	TBD	\$14.68	NA	TBD	
	NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD	
	NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	\$18.94	NA	\$18.14	TBD	\$26.94	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	\$8.42	NA	\$8.06	TBD	\$12.76	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$11.41	TBD	\$15.12	NA	TBD	
2-Wire Analog VG Reverse Battery Unb Sub-Loop Feeder, per mo												
	Zone 1, per month	USBFC	\$13.68	NA	\$8.58	NA	NA	TBD	NA	\$10.06	NA	
	Zone 2, per month	USBFC	TBD	\$10.75	TBD	\$10.36	\$11.01	TBD	\$8.92	NA	TBD	
	Zone 3, per month	USBFC	TBD	\$11.57	TBD	\$13.62	\$13.36	TBD	\$14.10	NA	TBD	
	Zone 4, per month	USBFC	TBD	\$13.51	TBD	\$19.69	\$21.56	TBD	\$16.11	NA	TBD	
	NRC - 1st	USBFC	\$198.42	\$193.62	\$206.44	\$192.57	\$192.30	TBD	\$122.52	\$199.27	TBD	
	NRC - Add'l	USBFC	\$116.66	\$113.00	\$170.05	\$111.96	\$111.80	TBD	\$46.61	\$60.33	TBD	
	NRC - Disconnect Charge - 1st	USBFC	\$119.95	\$116.59	TBD	\$118.14	\$118.57	TBD	\$179.90	NA	TBD	
	NRC - Disconnect Charge - Add'l	USBFC	\$27.04	\$26.70	TBD	\$26.79	\$26.66	TBD	\$14.68	NA	TBD	
	NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD	
	NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD	
	NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	\$18.94	NA	\$18.14	TBD	\$26.94	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	\$8.42	NA	\$8.06	TBD	\$12.76	NA	TBD	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$11.41	TBD	\$15.12	NA	TBD	
4-Wire Analog VG Ground-Start Unbundled Sub-Loop Feeder, per month												
	Zone 1, per month	USBFD	\$24.94	NA	\$19.91	NA	NA	TBD	NA	\$10.22	NA	
	Zone 2, per month	USBFD	TBD	\$23.35	TBD	\$30.69	\$25.90	TBD	\$21.91	NA	TBD	
	Zone 3, per month	USBFD	TBD	\$27.94	TBD	\$36.12	\$27.00	TBD	\$33.92	NA	TBD	
	Zone 4, per month	USBFD	TBD	\$40.51	TBD	\$22.90	\$25.61	TBD	\$41.37	NA	TBD	
	NRC - 1st	USBFD	\$224.21	\$222.74	\$243.41	\$221.19	\$220.87	TBD	\$226.36	\$232.76	TBD	
	NRC - Add'l	USBFD	\$142.45	\$140.22	\$81.32	\$138.67	\$138.47	TBD	\$144.28	\$91.92	TBD	
	NRC - Disconnect Charge - 1st	USBFD	\$131.15	\$127.64	\$134.77	\$133.53	\$135.74	TBD	\$96.50	NA	TBD	
	NRC - Disconnect Charge - Add'l	USBFD	\$34.66	\$32.91	\$33.93	\$33.69	\$34.25	TBD	\$25.82	NA	TBD	
	NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD	

BELLSOUTH/NOV COMMUNICATIONS, INC. RATES

NETWORK ELEMENTS

AND OTHER SERVICES

	NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	\$29.24	NA	NA	TBD	NA	NA	TBD	NA	NA	TBD
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	TBD	NA	NA	TBD	NA	NA	TBD
	NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	NA	NA	\$3.84	NA	NA	TBD	NA	NA	TBD	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	NA	NA	\$18.14	NA	TBD	NA	NA	TBD	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	NA	NA	\$6.06	NA	TBD	NA	NA	TBD	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	NA	NA	\$11.41	NA	TBD	NA	NA	TBD	NA	NA	TBD
	4-Wire Analog VG Loop-Start Unbundled Sub-Loop Feeder, per month																
	Zone 1, per month	USBE	\$24.94	NA	\$19.91	NA	NA	\$25.90	NA	NA	TBD	NA	\$10.22	NA	NA	NA	TBD
	Zone 2, per month	USBE	TBD	\$23.35	TBD	\$30.69	\$25.90	TBD	TBD	\$21.91	NA	NA	NA	NA	NA	NA	TBD
	Zone 3, per month	USBE	TBD	\$27.94	TBD	\$36.12	\$27.00	TBD	\$25.61	NA	TBD	\$35.92	NA	NA	NA	NA	TBD
	Zone 4, per month	USBE	TBD	\$40.51	TBD	\$22.90	\$25.61	TBD	\$25.61	NA	TBD	\$41.37	NA	NA	NA	NA	TBD
	NRC - 1st	USBE	NA	NA	NA	NA	NA	NA	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	NRC - Add'l	USBE	\$224.21	\$222.74	\$243.41	\$221.19	\$220.87	\$138.47	\$138.47	\$232.76	TBD	\$226.36	\$232.76	TBD	NA	NA	TBD
	NRC - Disconnect Charge - 1st	USBE	\$142.45	\$140.22	\$81.32	\$138.67	\$138.47	\$138.47	\$138.47	\$144.28	TBD	\$96.50	\$91.92	TBD	NA	NA	TBD
	NRC - Disconnect Charge - Add'l	USBE	\$131.15	\$127.64	\$134.77	\$133.53	\$135.74	\$34.25	\$34.25	NA	TBD	\$25.82	NA	NA	NA	NA	TBD
	NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD	NA	NA	TBD
	NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$0.42	NA	NA	NA	NA	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.94	NA	NA	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	\$18.14	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	\$8.06	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	\$11.41	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	2-Wire ISDN Unbundled Sub-Loop Feeder, per month																
	Zone 1, per month	USBE	\$23.66	NA	\$17.73	NA	NA	\$19.34	NA	NA	NA	\$19.63	NA	NA	NA	NA	TBD
	Zone 2, per month	USBE	TBD	\$22.39	TBD	\$17.75	\$19.34	TBD	\$23.67	\$24.09	TBD	\$31.61	NA	NA	NA	NA	TBD
	Zone 3, per month	USBE	TBD	\$25.85	TBD	\$23.67	\$24.09	TBD	\$23.67	\$24.09	TBD	\$31.61	NA	NA	NA	NA	TBD
	Zone 4, per month	USBE	TBD	\$26.12	TBD	\$29.90	\$32.27	TBD	\$32.27	NA	TBD	\$6.27	NA	NA	NA	NA	TBD
	NRC - 1st	USBE	NA	NA	NA	NA	NA	NA	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	NRC - Add'l	USBE	\$200.26	\$222.74	\$208.50	\$218.90	\$218.59	\$136.19	\$136.19	\$202.01	TBD	\$293.73	\$126.38	TBD	NA	NA	TBD
	NRC - Disconnect Charge - 1st	USBE	\$104.51	\$140.22	\$62.31	\$136.39	\$136.19	\$120.82	\$120.82	\$92.57	TBD	\$92.57	NA	NA	NA	NA	TBD
	NRC - Disconnect Charge - Add'l	USBE	\$119.95	\$32.91	\$29.58	\$26.04	\$25.91	\$25.91	\$25.91	\$21.09	TBD	\$21.09	NA	NA	NA	NA	TBD
	NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD	NA	NA	TBD
	NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$0.42	NA	NA	NA	NA	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.94	NA	NA	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	\$18.14	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	\$8.06	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	\$11.41	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	4-Wire DSL Unbundled Sub-Loop Feeder, per month																
	Zone 1, per month	USBE	\$49.54	NA	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Zone 2, per month	USBE	TBD	\$56.00	TBD	\$74.60	\$64.67	TBD	\$92.67	TBD	TBD	\$39.69	TBD	TBD	NA	NA	TBD
	Zone 3, per month	USBE	TBD	\$80.13	TBD	\$104.09	\$92.67	TBD	\$104.09	\$92.67	TBD	\$67.36	TBD	TBD	NA	NA	TBD
	Zone 4, per month	USBE	TBD	\$156.12	TBD	\$151.77	\$309.79	TBD	\$309.79	TBD	TBD	\$78.12	TBD	TBD	NA	NA	TBD
	NRC - 1st	USBE	NA	NA	NA	NA	NA	NA	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	NRC - Add'l	USBE	\$272.55	\$211.55	TBD	\$209.62	\$209.47	TBD	\$209.47	TBD	TBD	\$393.01	TBD	TBD	NA	NA	TBD
	NRC - Disconnect Charge - 1st	USBE	\$133.92	\$129.04	TBD	\$127.11	\$127.07	TBD	\$127.07	TBD	TBD	\$153.37	TBD	TBD	NA	NA	TBD
	NRC - Disconnect Charge - Add'l	USBE	\$155.15	\$127.78	TBD	\$133.43	\$135.74	TBD	\$135.74	TBD	TBD	NA	TBD	TBD	NA	NA	TBD
	NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD	NA	NA	TBD
	NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$0.42	NA	NA	NA	NA	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.94	NA	NA	NA	NA	TBD	NA	NA	NA	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	\$18.14	TBD	NA	NA	TBD	\$42.19	TBD	TBD	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	\$8.06	TBD	NA	NA	TBD	\$12.76	TBD	TBD	NA	NA	TBD

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	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$11.41	TBD	NA	TBD	
2-Wire Copper Unbundled Sub-Loop Feeder, per month											
	Zone 1, per month	USBFH	\$10.59	NA	NA	NA	NA	NA	NA	\$10.78	NA
	Zone 2, per month	USBFH	TBD	\$11.01	TBD	\$8.29	\$8.81	TBD	\$10.66	NA	TBD
	Zone 3, per month	USBFH	TBD	\$9.78	TBD	\$7.30	\$7.72	TBD	\$16.44	NA	TBD
	Zone 4, per month	USBFH	TBD	\$7.83	TBD	\$6.03	\$5.93	TBD	\$18.69	NA	TBD
	NRC - 1st	USBFH	\$172.20	NA	NA	\$174.93	\$174.93	TBD	NA	NA	NA
	NRC - Add'l	USBFH	\$172.20	\$175.18	TBD	\$175.18	\$92.53	TBD	\$172.89	\$259.80	TBD
	NRC - Disconnect Charge - 1st	USBFH	\$90.45	\$92.66	TBD	\$92.66	\$116.22	TBD	\$90.81	\$106.45	TBD
	NRC - Service Order submitted Electronically, per LSR	USBFH	\$114.73	\$113.67	TBD	\$116.78	\$21.31	TBD	\$68.27	NA	TBD
	NRC - Service Order submitted Electronically, per LSR - Disconnect	USBFH	\$21.82	\$20.84	TBD	\$21.41	\$21.13	TBD	\$16.79	NA	TBD
	NRC - Service Order submitted Manually, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD
	NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$0.42	NA	\$29.24	NA	TBD	NA	NA	TBD
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$3.94	NA	TBD	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	\$18.14	TBD	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	\$8.06	TBD	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$11.41	TBD	NA	NA	TBD
	NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	\$51.29	\$16.31	TBD	\$16.31	\$16.29	TBD	\$45.34	\$45.53	TBD
4-Wire Copper Unbundled Sub-Loop Feeder, per month											
	Zone 1, per month	USBFJ	\$15.01	NA	NA	NA	NA	NA	NA	\$15.63	NA
	Zone 2, per month	USBFJ	TBD	\$20.59	TBD	\$16.55	\$20.58	TBD	\$14.68	NA	TBD
	Zone 3, per month	USBFJ	TBD	\$21.48	TBD	\$15.35	\$14.96	TBD	\$23.74	NA	TBD
	Zone 4, per month	USBFJ	TBD	\$17.70	TBD	\$12.52	\$13.15	TBD	\$27.26	NA	TBD
	NRC - 1st	USBFJ	NA	NA	NA	NA	NA	TBD	NA	NA	NA
	NRC - Add'l	USBFJ	\$206.32	\$209.61	TBD	\$209.61	\$209.31	TBD	\$207.14	\$294.59	TBD
	NRC - Disconnect Charge - 1st	USBFJ	\$134.23	\$127.09	TBD	\$127.09	\$126.91	TBD	\$134.77	\$152.62	TBD
	NRC - Service Order submitted Electronically, per LSR	USBFJ	\$123.01	\$119.80	TBD	\$126.27	\$128.36	TBD	\$90.12	NA	TBD
	NRC - Service Order submitted Electronically, per LSR - Disconnect	USBFJ	\$26.53	\$25.07	TBD	\$26.43	\$26.87	TBD	\$19.44	NA	TBD
	NRC - Service Order submitted Manually, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD
	NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$0.42	NA	\$29.24	NA	TBD	NA	NA	TBD
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	\$18.14	TBD	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	\$8.06	TBD	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$11.41	TBD	NA	NA	TBD
	NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	\$51.29	\$16.31	TBD	\$16.31	\$16.29	TBD	\$45.34	\$45.43	TBD
4-Wire 2.4 KBPS Digital Unbundled Sub-Loop Feeder, per month											
	Zone 1, per month	USBFK	\$30.97	NA	NA	NA	NA	NA	NA	\$32.47	NA
	Zone 2, per month	USBFK	TBD	\$24.89	TBD	\$27.38	\$27.16	TBD	\$26.71	NA	TBD
	Zone 3, per month	USBFK	TBD	\$28.83	TBD	\$33.41	\$24.93	TBD	\$44.07	NA	TBD
	Zone 4, per month	USBFK	TBD	\$29.16	TBD	\$24.47	\$25.05	TBD	\$50.83	NA	TBD
	NRC - 1st	USBFK	NA	NA	NA	NA	NA	TBD	NA	NA	NA
	NRC - Add'l	USBFK	\$212.90	\$211.32	TBD	\$209.77	\$209.47	TBD	\$215.00	\$309.57	TBD
	NRC - Disconnect Charge - 1st	USBFK	\$131.14	\$128.81	TBD	\$122.26	\$127.07	TBD	\$132.92	\$157.93	TBD
	NRC - Service Order submitted Electronically, per LSR	USBFK	\$131.15	\$127.64	TBD	\$133.53	\$135.74	TBD	\$96.50	NA	TBD
	NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD
	NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD
	NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	\$18.14	TBD	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	\$8.06	TBD	NA	NA	TBD
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$11.41	TBD	NA	NA	TBD
	4-Wire 4.8 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFL	\$30.97	NA	NA	NA	NA	NA	NA	\$32.47	NA

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NRC - Add'l	USBFO	\$131.14	\$128.81	TBD	\$127.26	\$127.07	TBD	\$132.92	\$157.93	TBD	
NRC - Disconnect Charge - 1st	USBFO	\$131.15	\$127.64	TBD	\$133.53	\$135.74	TBD	\$66.50	NA	TBD	
NRC - Disconnect Charge - Add'l	USBFO	\$34.66	\$32.91	TBD	\$33.69	\$34.25	TBD	\$35.82	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	NA	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	\$18.14	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	\$8.06	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$11.41	TBD	NA	NA	TBD	
4-Wire 64 KBps Digital Unbundled Sub-Loop Feeder, per month											
Zone 1, per month	USBFP	\$30.97	NA	NA	NA	NA	NA	NA	\$32.47	NA	
Zone 2, per month	USBFP	TBD	\$24.89	TBD	\$27.38	\$27.16	TBD	\$26.71	NA	TBD	
Zone 3, per month	USBFP	TBD	\$28.83	TBD	\$33.41	\$24.93	TBD	\$44.07	NA	TBD	
Zone 4, per month	USBFP	TBD	\$29.16	TBD	\$24.47	\$25.05	TBD	\$50.83	NA	TBD	
NRC - 1st	USBFP	NA	NA	NA	NA	NA	TBD	NA	NA	TBD	
NRC - Add'l	USBFP	\$212.90	\$211.32	TBD	\$209.77	\$209.47	TBD	\$215.00	\$309.57	TBD	
NRC - Disconnect Charge - 1st	USBFP	\$131.14	\$128.81	TBD	\$127.26	\$127.07	TBD	\$132.92	\$157.93	TBD	
NRC - Disconnect Charge - Add'l	USBFP	\$131.15	\$127.64	TBD	\$133.53	\$135.74	TBD	\$66.50	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	USBFP	\$34.66	\$32.91	TBD	\$33.69	\$34.25	TBD	\$35.82	NA	TBD	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	NA	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$3.84	NA	\$3.94	\$3.94	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	\$18.14	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	\$8.06	TBD	NA	NA	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$11.41	TBD	NA	NA	TBD	
Unbundled Sub-Loop Modification											
NRC - Load Coil/Equipment Removal per 2 Wire pair - 1st	ULMZX	\$358.90	\$357.81	TBD	\$357.82	\$332.79	TBD	\$360.33	\$358.71	TBD	
NRC - Load Coil/Equipment Removal per 2 Wire pair - Add'l	ULMZX	\$8.08	\$8.15	TBD	\$8.15	\$7.49	TBD	\$8.11	\$8.07	TBD	
NRC - Load Coil/Equipment Removal per 4 Wire pair - 1st	ULMAX	\$358.90	\$357.81	TBD	\$357.82	\$332.79	TBD	\$360.33	\$358.71	TBD	
NRC - Load Coil/Equipment Removal per 4 Wire pair - Add'l	ULMAX	\$8.08	\$8.15	TBD	\$8.15	\$7.49	TBD	\$8.11	\$8.07	TBD	
NRC - Bridge Tap Removal per pair unloaded - 1st	ULMBT	\$561.91	\$562.71	TBD	\$562.73	\$521.03	TBD	\$564.15	\$561.62	TBD	
NRC - Bridge Tap Removal per pair unloaded - Add'l	ULMBT	\$10.09	\$10.19	TBD	\$10.19	\$9.36	TBD	\$10.14	\$8.07	TBD	
Loop Make Up											
NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Manual) **	UMKLW	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$100.00	
Loop Makeup - Preordering Without Reservation, per spare facility queried (Manual) Maximum number of spare facilities per manual LMUSI is 3. **	UMKLW	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$100.00	
NRC - Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) Max number of spare facilities per manual LMUSI is 3. **	UMKLW	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$100.00	
NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Mechanized) **	UMKLW	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$0.6888	
Loop Makeup - Preordering Without Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10. **	UMKLW	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$0.6888	
Loop Makeup - Preordering With Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10. **	UMKLW	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$0.6888	
Unbundled Network Terminating Wire, per pair, per month											
NRC - UNTW Pair, per pair	UENPP	\$0.49	\$0.46	\$1.37	\$0.64	\$0.35	TBD	\$0.44	\$0.46	TBD	
NRC - Disconnect Charge, per pair	UENPP	\$40.02	\$65.35	\$2.48	\$65.35	\$64.77	TBD	\$65.82	\$60.93	TBD	
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$0.87	NA	\$1.74	NA	NA	TBD	NA	NA	TBD	
	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD	

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NRC 1st	ULCC4	\$20.88	\$21.07	\$41.82	\$21.08	\$21.05	TBD	\$28.66	\$28.58	\$41.95
NRC Add'l	ULCC4	\$20.77	\$20.96	\$41.58	\$20.96	\$20.93	TBD	\$28.50	\$28.42	\$41.71
NRC-Disconnect, 1st	ULCC4	\$10.00	\$9.99	NA	\$10.75	\$10.92	TBD	NA	NA	NA
NRC-Disconnect, Add'l	ULCC4	\$9.94	\$9.93	NA	\$10.86	\$10.96	TBD	NA	NA	NA
Test Circuit, per month	UCTIC	\$41.21	\$36.76	\$41.30	\$38.90	\$40.48	TBD	\$38.47	\$42.14	\$45.22
NRC 1st	UCTIC	\$20.88	\$21.07	\$41.82	\$21.08	\$21.05	TBD	\$28.66	\$28.58	\$41.95
NRC Add'l	UCTIC	\$20.77	\$20.96	\$41.58	\$20.96	\$20.93	TBD	\$28.50	\$28.42	\$41.71
NRC-Disconnect, 1st	UCTIC	\$10.00	\$9.99	NA	\$10.75	\$10.92	TBD	NA	NA	NA
NRC-Disconnect, Add'l	UCTIC	\$9.94	\$9.93	NA	\$10.68	\$10.86	TBD	NA	NA	NA
Channel Interface - Digital 56kbps, per month	ULCC5	\$12.49	\$11.14	\$12.51	\$12.27	TBD	TBD	\$11.66	\$12.77	\$13.71
NRC 1st	ULCC5	\$20.88	\$21.07	\$41.82	\$21.08	\$21.05	TBD	\$28.66	\$28.58	\$41.95
NRC Add'l	ULCC5	\$20.77	\$20.96	\$41.58	\$20.96	\$20.93	TBD	\$28.50	\$28.42	\$41.71
NRC-Disconnect, 1st	ULCC5	\$10.00	\$9.99	NA	\$10.75	\$10.92	TBD	NA	NA	NA
NRC-Disconnect, Add'l	ULCC5	\$9.94	\$9.93	NA	\$10.68	\$10.86	TBD	NA	NA	NA
Channel Interface - Digital 64kbps, per month	ULCC6	\$12.49	\$11.14	\$12.51	\$14.08	\$12.27	TBD	\$11.66	\$12.77	\$13.71
NRC 1st	ULCC6	\$20.88	\$21.07	\$41.82	\$21.08	\$21.05	TBD	\$28.66	\$28.58	\$41.95
NRC Add'l	ULCC6	\$20.77	\$20.96	\$41.58	\$20.96	\$20.93	TBD	\$28.50	\$28.42	\$41.71
NRC-Disconnect, 1st	ULCC6	\$10.00	\$9.99	NA	\$10.75	\$10.92	TBD	NA	NA	NA
NRC-Disconnect, Add'l	ULCC6	\$9.94	\$9.93	NA	\$10.68	\$10.86	TBD	NA	NA	NA
Loop Concentration System (Inside C.O.)	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Service Order submitted Electronically, per LSR	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	\$29.24	NA	NA	NA	\$19.99
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$3.84	NA	\$3.94	\$3.94	NA	NA	NA	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	TBD	NA	\$18.94	TBD	\$18.14	\$25.52	TBD	\$44.06	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	\$6.42	TBD	\$6.06	\$11.34	TBD	\$13.55	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$327.44	\$470.73	\$316.63	\$522.17	\$432.54	\$454.79	\$375.96	\$399.21	\$380.06
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	\$1,115.10	\$651.05	\$1,111.95	\$651.04	\$650.11	\$1,115.10	\$1,113.00	\$1,119.30	\$1,114.05
NRC 1st	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC Add'l	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-Disconnect, 1st	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-Disconnect, Add'l	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR008 - System B (96 channel capacity - channels 97-192), per month	UCT8B	\$67.41	\$55.96	\$65.27	\$63.59	\$61.71	\$73.30	\$65.98	\$71.91	\$68.71
NRC 1st	UCT8B	\$464.57	\$271.27	\$463.37	\$271.27	\$270.88	\$464.71	\$463.74	\$466.38	\$464.21
NRC Add'l	UCT8B	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-Disconnect, 1st	UCT8B	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-Disconnect, Add'l	UCT8B	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	\$375.18	\$510.37	\$362.87	\$567.21	\$476.24	\$506.70	\$422.68	\$450.13	\$428.73
NRC 1st	UCT3A	\$1,115.10	\$651.05	\$1,111.95	\$651.04	\$650.11	\$1,115.10	\$1,113.00	\$1,119.30	\$1,114.05
NRC Add'l	UCT3A	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-Disconnect, 1st	UCT3A	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-Disconnect, Add'l	UCT3A	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	\$111.30	\$94.30	\$110.02	\$107.16	\$103.99	\$123.52	\$111.17	\$121.16	\$115.79
NRC 1st	UCT3B	\$464.57	\$271.27	\$463.37	\$271.27	\$270.88	\$464.71	\$463.74	\$466.38	\$464.21
NRC Add'l	UCT3B	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-Disconnect, 1st	UCT3B	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-Disconnect, Add'l	UCT3B	NA	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Interface, per month	UCTCO	\$6.42	\$5.28	\$6.15	\$6.04	\$5.91	\$6.99	\$6.27	\$6.79	\$6.49
NRC 1st	UCTCO	\$367.70	\$126.61	\$366.72	\$126.43	\$367.80	\$367.04	\$369.13	\$367.41	\$367.41
NRC Add'l	UCTCO	\$132.03	\$92.17	\$130.63	\$92.17	\$92.04	\$132.07	\$131.79	\$132.54	\$131.92
NRC-Disconnect, 1st	UCTCO	NA	\$31.11	NA	\$33.46	\$34.02	NA	NA	NA	NA
NRC-Disconnect, Add'l	UCTCO	NA	\$8.71	NA	\$9.37	\$9.52	NA	NA	NA	NA
Channel Interface-2 Wire Voice-Loop Start or Ground Start, per month	ULCC2	\$2.10	\$2.10	\$2.44	\$2.40	\$2.35	\$2.77	\$0.89	\$2.69	\$2.58
NRC 1st	ULCC2	\$35.77	\$21.07	\$35.68	\$21.08	\$21.05	\$35.78	\$35.73	\$35.91	\$35.74
NRC Add'l	ULCC2	\$35.55	\$20.96	\$35.48	\$20.96	\$20.93	\$35.37	\$35.49	\$35.71	\$35.54
NRC-Disconnect, 1st	ULCC2	NA	\$9.99	NA	\$10.75	\$10.92	NA	NA	NA	NA
NRC-Disconnect, Add'l	ULCC2	NA	\$9.93	NA	\$10.68	\$10.86	NA	NA	NA	NA

BELLSOUTH/NOW COMMUNICATIONS, INC. RATES
NETWORK ELEMENTS

		AID OTHER SERVICES											
Channel Interface - 2 Wire ISDN, per month		ULCC1	\$10.19	\$8.38	\$9.76	\$9.59	\$9.39	\$11.10	\$9.95	\$10.76	\$10.30		
NRC 1st		ULCC1	\$35.77	\$21.07	\$35.68	\$21.08	\$21.05	\$35.78	\$35.71	\$35.91	\$35.74		
NRC Add1		ULCC1	\$35.55	\$20.96	\$35.48	\$20.96	\$20.93	\$35.37	\$35.51	\$35.71	\$35.54		
NRC-Disconnect, 1st		ULCC1	NA	\$9.99	NA	\$10.75	\$10.92	NA	NA	NA	NA		
NRC-Disconnect, Add1		ULCC1	NA	\$9.93	NA	\$10.68	\$10.86	NA	NA	NA	NA		
Channel Interface - 2 Wire Voice - Reverse Battery, per month		ULCCR	\$15.15	\$12.46	\$14.51	\$14.26	\$13.95	\$16.46	\$14.80	\$16.01	\$15.32		
NRC 1st		ULCCR	\$35.77	\$21.07	\$35.68	\$21.08	\$21.05	\$35.78	\$35.71	\$35.91	\$35.74		
NRC Add1		ULCCR	\$35.55	\$20.96	\$35.48	\$20.96	\$20.93	\$35.37	\$35.51	\$35.71	\$35.54		
NRC-Disconnect, 1st		ULCCR	NA	\$9.99	NA	\$10.75	\$10.92	NA	NA	NA	NA		
NRC-Disconnect, Add1		ULCCR	NA	\$9.93	NA	\$10.68	\$10.86	NA	NA	NA	NA		
Channel Interface - 4 Wire Voice, per month		ULCC4	\$9.04	\$7.43	\$8.65	\$8.51	\$8.32	\$9.83	\$8.82	\$9.55	\$9.13		
NRC 1st		ULCC4	\$35.77	\$21.07	\$35.68	\$21.08	\$21.05	\$35.78	\$35.71	\$35.91	\$35.74		
NRC Add1		ULCC4	\$35.55	\$20.96	\$35.48	\$20.96	\$20.93	\$35.37	\$35.51	\$35.71	\$35.54		
NRC-Disconnect, 1st		ULCC4	NA	\$9.99	NA	\$10.75	\$10.92	NA	NA	NA	NA		
NRC-Disconnect, Add1		ULCC4	NA	\$9.93	NA	\$10.68	\$10.86	NA	NA	NA	NA		
Test Circuit, per month		UCTTC	\$44.16	36.31	\$42.30	\$41.58	\$40.67	\$47.85	\$43.13	\$46.66	\$44.65		
NRC 1st		UCTTC	\$35.77	\$21.07	\$35.68	\$21.08	\$21.05	\$35.78	\$35.71	\$35.91	\$35.74		
NRC Add1		UCTTC	\$35.55	\$20.96	\$35.48	\$20.96	\$20.93	\$35.37	\$35.51	\$35.71	\$35.54		
NRC-Disconnect, 1st		UCTTC	\$35.55	\$9.99	NA	\$10.75	\$10.92	NA	NA	NA	NA		
NRC-Disconnect, Add1		UCTTC	\$35.55	\$9.93	NA	\$10.68	\$10.86	NA	NA	NA	NA		
Channel Interface - Digital 56Kbps, per month		ULCC5	TBD	\$11.01	TBD	\$12.60	\$12.33	TBD	TBD	TBD	TBD		
NRC 1st		ULCC5	TBD	\$21.07	TBD	\$21.08	\$21.05	TBD	TBD	TBD	TBD		
NRC Add1		ULCC5	TBD	\$20.96	TBD	\$20.96	\$20.93	TBD	TBD	TBD	TBD		
NRC-Disconnect, 1st		ULCC5	TBD	\$9.99	NA	\$10.75	\$10.92	TBD	TBD	TBD	TBD		
NRC-Disconnect, Add1		ULCC5	TBD	\$9.93	NA	\$10.68	\$10.86	TBD	TBD	TBD	TBD		
Channel Interface - Digital 64Kbps, per month		ULCC6	TBD	\$11.01	TBD	\$12.60	\$12.33	TBD	TBD	TBD	TBD		
NRC 1st		ULCC6	TBD	\$21.07	TBD	\$21.08	\$21.05	TBD	TBD	TBD	TBD		
NRC Add1		ULCC6	TBD	\$20.96	TBD	\$20.96	\$20.93	TBD	TBD	TBD	TBD		
NRC-Disconnect, 1st		ULCC6	TBD	\$9.99	NA	\$10.75	\$10.92	TBD	TBD	TBD	TBD		
NRC-Disconnect, Add1		ULCC6	TBD	\$9.93	NA	\$10.68	\$10.86	TBD	TBD	TBD	TBD		
LINE SHARING													
2-Wire analog VG (SL1) for Line Sharing													
RC - per month (Note 3) **			TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$12.16		
NRC - 1st (Note 3) **			TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$31.99		
NRC - Add1 (Note 3) **			TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$20.02		
System Splitter - 96 Line Capacity													
RC - Per month **		ULSDA	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00		
NRC - 1st **		ULSDA	\$150.00	\$150.00	\$150.00	\$300.00	\$150.00	\$300.00	\$300.00	\$300.00	\$150.00		
NRC - Add1 **		ULSDA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
NRC - Disconnect 1st **		ULSDA	\$150.00	\$150.00	\$150.00	NA	\$150.00	NA	NA	NA	\$150.00		
NRC - Disconnect Add1 **		ULSDA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
System Splitter - 24 Line Capacity													
RC - Per month **		ULSDB	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00		
NRC - 1st **		ULSDB	\$150.00	\$150.00	\$150.00	\$300.00	\$150.00	\$300.00	\$300.00	\$300.00	\$150.00		
NRC - Add1 **		ULSDB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
NRC - Disconnect 1st **		ULSDB	\$150.00	\$150.00	\$150.00	NA	\$150.00	NA	NA	NA	\$150.00		
NRC - Disconnect Add1 **		ULSDB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Loop Capacity, Line Activation Per Occurrence													
RC - Per Month **		ULSDC	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$3.48		
NRC - 1st **		ULSDC	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00		
NRC - Add1 **		ULSDC	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$21.39		

Version 3Q00:02/07/04

EXHIBIT TGW - 13

BellSouth Standard Terms And Conditions For Line Sharing

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to <<customer_name>> in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other services BellSouth makes available to <<customer_name>>. The price for each Network Element and combination of Network Elements and other services are set forth in Exhibit B of this Agreement. Additionally, the provision of a particular Network Element or service may require <<customer_name>> to purchase other Network Elements or services.
- 1.2 For purposes of this Agreement, “Network Element” is defined to mean a facility or equipment <<customer_name>> used in the provision of a telecommunications service. For purposes of this Agreement, combinations of Network Elements shall be referred to as “Combinations.”
- 1.3 BellSouth shall, upon request of <<customer_name>>, and to the extent technically feasible, provide to <<customer_name>> access to its Network Elements for the provision of <<customer_name>>’s telecommunications services. If no rate is identified in this Agreement, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.4 <<customer_name>> may purchase Network Elements and other services from BellSouth for the purpose of combining such network elements in any manner <<customer_name>> chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop Network Elements which are located outside of the central office, BellSouth shall deliver the Network Elements purchased by <<customer_name>> to the demarcation point associated with <<customer_name>>’s collocation arrangement.
- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.6 Rates
- 1.6.1 The prices that <<customer_name>> shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit B to this Attachment. If <<customer_name>> purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

- 1.6.2 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference.
- 1.6.3 If <<customer_name>> modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by <<customer_name>> in accordance with FCC No. 1 Tariff, Section 5.
- 1.6.4 A one-month minimum billing period shall apply to all UNE conversions or new installations.
- 2 Unbundled Loops**
- 2.1 General
- 2.1.1 The local loop Network Element ("Loop") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop Network Element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.
- 2.1.2 The provisioning of a Loop to <<customer_name>>'s collocation space will require cross-office cabling and cross-connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross-connects are separate components, that are not considered a part of the Loop, and thus, have a separate charge.
- 2.1.3 To the extent available within BellSouth's network at a particular location, BellSouth will offer Loops capable of supporting telecommunications services. If a requested loop type is not available, and cannot be made available through BellSouth's Unbundled Loop Modification process, then <<customer_name>> can use the Special Construction process to request that BellSouth place facilities in order to meet <<customer_name>>'s loop requirements. Standard Loop intervals shall not apply to the Special Construction process.
- 2.1.4 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of 15 or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to

determine if facilities are available, the interval for the SI process is separate from the installation interval.

- 2.1.5 The Loop shall be provided to <<customer_name>> in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.6 <<customer_name>> may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such services are consistent with industry standards and BellSouth's TR73600.
- 2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where <<customer_name>> has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting Loop will be maintained as an unbundled copper Loop (UCL), and <<customer_name>> shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by <<customer_name>> using the Unbundled Loop Modification (ULM) process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.
- 2.1.8 **Loop Testing/Trouble Reporting**
- 2.1.8.1 <<customer_name>> will be responsible for testing and isolating troubles on the Loops. <<customer_name>> must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Center. At the time of the trouble report, <<customer_name>> will be required to provide the results of the <<customer_name>> test which indicate a problem on the BellSouth provided loop.
- 2.1.8.2 Once <<customer_name>> has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its end users.
- 2.1.8.3 If <<customer_name>> reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge <<customer_name>> for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. If <<customer_name>> reports trouble on a designed loop and no trouble is found, BellSouth will charge <<customer_name>> for any dispatch and testing outside the central office.

2.1.9 **Order Coordination and Order Coordination-Time Specific**

2.1.9.1 “Order Coordination” (OC) allows BellSouth and <<customer_name>> to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to <<customer_name>>’s facilities to limit end user service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. OC for physical conversions will be scheduled at BellSouth’s discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.9.2 “Order Coordination – Time Specific” (OC-TS) allows <<customer_name>> to order a specific time for OC to take place. BellSouth will make every effort to accommodate <<customer_name>>’s specific conversion time request. However, BellSouth reserves the right to negotiate with <<customer_name>> a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and Universal Digital Channel (UDC), and is billed in addition to the OC charge. <<customer_name>> may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If <<customer_name>> specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.10 **CLEC to CLEC Conversions for Unbundled Loops**

2.1.10.1 The CLEC to CLEC conversion process for unbundled Loops may be used by <<customer_name>> when converting an existing unbundled Loop from another CLEC for the same end user. The Loop type being converted must be included in <<customer_name>>’s Interconnection Agreement before requesting a conversion.

2.1.10.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same end user location from the same serving wire center, and must not require an outside dispatch to provision.

2.1.10.3 The Loops converted to <<customer_name>> pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific Loop type.

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, <<customer_name>> must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)

2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

- 2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that <<customer_name>> will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
- 2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 loops when reuse of existing facilities has been requested by <<customer_name>>. <<customer_name>> may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its end users.
- 2.2.4 For an additional charge BellSouth will make available Loop Testing so that <<customer_name>> may request further testing on UVL-SL1 loops. Loop Testing is available for new and reuse of BellSouth facilities. Rates for Loop Testing are as set forth in Exhibit B of this Attachment.
- 2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a Design Layout Record provided to <<customer_name>>. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow <<customer_name>> to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.3 **Unbundled Digital Loops**
- 2.3.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a Design Layout Record (DLR). The various UDLs are intended to support a specific digital transmission scheme or service.

- 2.3.2 BellSouth shall make available the following UDLs:
 - 2.3.2.1 2-wire Unbundled ISDN Digital Loop
 - 2.3.2.2 2-wire Universal Digital Channel (IDSL Compatible)
 - 2.3.2.3 2-wire Unbundled ADSL Compatible Loop
 - 2.3.2.4 2-wire Unbundled HDSL Compatible Loop
 - 2.3.2.5 4-wire Unbundled HDSL Compatible Loop
 - 2.3.2.6 4-wire Unbundled DS1 Digital Loop
 - 2.3.2.7 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
 - 2.3.2.8 DS3 Loop
 - 2.3.2.9 STS-1 Loop
 - 2.3.2.10 OC3 Loop
 - 2.3.2.11 OC12 Loop
 - 2.3.2.12 OC48 Loop
- 2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. <<customer_name>> will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.
- 2.3.3.1 The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.
- 2.3.3.2 The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.
- 2.3.4 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have

up to 6kft of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

- 2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.
- 2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface at the end-user's location.
- 2.3.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 OC3 Loop/OC12 Loop/OC48 Loop. OC3/OC-12/OC-48 Loops are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for

transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 - 155.52 Mbps; OC12 - 622.08 Mbps; and OC-48 - 2488 Mbps.

- 2.3.11 DS3 and above services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 and above services.

2.4 **Unbundled Copper Loops (UCL)**

- 2.4.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

2.4.2 **Unbundled Copper Loop – Designed (UCL-D)**

- 2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL-D will be offered in two versions - Short and Long.
- 2.4.2.2 A short UCL-D (18,000 feet or less) is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 ohms of resistance.
- 2.4.2.3 The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 ohms of resistance.
- 2.4.2.4 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by <<customer_name>>.
- 2.4.2.5 These loops are not intended to support any particular services and may be utilized by <<customer_name>> to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.
- 2.4.2.6 BellSouth will make available the following UCL-Ds:

2.4.2.6.1 2-Wire UCL-D/short

2.4.2.6.2 2-Wire UCL-D/long

2.4.2.6.3 4-Wire UCL-D/short

2.4.2.6.4 4-Wire UCL-D/long

2.4.3 **Unbundled Copper Loop – Non-Designed (UCL-ND)**

2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, <<customer_name>> can request Loop Make Up for which additional charges would apply.

2.4.3.3 At an additional charge, BellSouth also will make available Loop Testing so that <<customer_name>> may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit B of this Attachment.

2.4.3.4 UCL-ND loops are not intended to support any particular service and may be utilized by <<customer_name>> to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.4.3.5 Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.

2.4.3.6 <<customer_name>> may use BellSouth's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BellSouth network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.

2.5 **Unbundled Loop Modifications (Line Conditioning)**

- 2.5.1 Line Conditioning is defined as the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridged taps, low pass filters, and range extenders.
- 2.5.2 BellSouth shall condition Loops, as requested by <<customer_name>>, whether or not BellSouth offers advanced services to the End User on that Loop.
- 2.5.3 In some instances, <<customer_name>> will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that <<customer_name>> can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. <<customer_name>> will determine the type of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit B of this Attachment.
- 2.5.4 In those cases where <<customer_name>> has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified Loop will be ordered and maintained as a UCL.
- 2.5.5 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.
- 2.5.6 <<customer_name>> shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that <<customer_name>> desires BellSouth to condition.
- 2.5.7 When requesting ULM for a loop that BellSouth has previously provisioned for <<customer name>>, <<customer name>> will submit a service inquiry to BellSouth. If a spare loop facility that meets the loop modification specifications requested by <<customer name>> is available at the location for which the ULM was requested, <<customer name>> will have the option to change the loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the loop facility in lieu of providing ULM, <<customer name>> will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.6 **Loop Provisioning Involving Integrated Digital Loop Carriers**

- 2.6.1 Where <<customer_name>> has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to <<customer_name>>. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to <<customer_name>> (e.g. hairpinning).
- 2.6.2 BellSouth will select one of the following arrangements:
1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
 2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
 3. If capacity exists, provide "side-door" porting through the switch.
 4. If capacity exists, provide "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch).
- 2.6.3 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.
- 2.6.4 If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. <<customer_name>> will then have the option of paying the one-time SC rates to place the loop.
- 2.7 **Network Interface Device (NID)**
- 2.7.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the end user's customer-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.
- 2.7.2 BellSouth shall permit <<customer_name>> to connect <<customer_name>>'s Loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.
- 2.7.3 **Access to NID**

- 2.7.3.1 <<customer_name>> may access the end user's customer-premises wiring by any of the following means and <<customer_name>> shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:
- 2.7.3.1.1 1) BellSouth shall allow <<customer_name>> to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises.
- 2.7.3.1.2 2) Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;
- 2.7.3.1.3 3) Enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.7.3.1.4 4) Request BellSouth to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.7.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be <<customer_name>>'s responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.7.3.3 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.3.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with <<customer_name>> to develop specific procedures to establish the

most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.

2.7.4 Technical Requirements

2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the Distribution Media and/or cross connect to <<customer_name>>'s NID.

2.7.4.3 Existing BellSouth NIDS will be provided in "as is" condition. <<customer_name>> may request BellSouth do additional work to the NID on a time and material basis. When <<customer_name>> deploys its own local loops with respect to multiple-line termination devices, <<customer_name>> shall specify the quantity of NIDs connections that it requires within such device.

2.8 **Sub-loop Elements**

2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub-Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.

2.8.2 **Unbundled Sub-Loop Distribution**

2.8.2.1 The unbundled sub-loop distribution facility is a dedicated transmission facility that BellSouth provides from an end user's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. BellSouth will make the following available sub-loop distribution offerings where facilities permit:

Unbundled Sub-Loop Distribution – Voice Grade

Unbundled Copper Sub-Loop

Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

2.8.2.2 Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises and may have load coils.

2.8.2.3 Unbundled Copper Sub-Loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

- 2.8.2.4 If <<customer_name>> requests a UCSL and it is not available, <<customer_name>> may request the Sub-Loop facility be modified pursuant to the ULM process request to remove load coils and/or bridged taps. If load coils and/or bridged taps are removed, the facility will be classified as a UCSL.
- 2.8.2.5 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility inside a building or between buildings on the same continuous property which is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises.
- 2.8.2.6 BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for <<customer_name>>'s use on this cross-connect panel. <<customer_name>> will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.8.2.7 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USLD and UCSL, <<customer_name>> shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. <<customer_name>>'s cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.8.2.8 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by <<customer_name>> is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet <<customer_name>>'s request, then BellSouth will perform the site set-up as described in Section 2.8.2.9. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in Section 2.8.2.9) to accommodate <<customer_name>>'s request for Unbundled Sub-Loops, <<customer_name>> may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. <<customer_name>> will have the option to proceed under the SC process to modify the BellSouth facilities.
- 2.8.2.9 The site set-up must be completed before <<customer_name>> can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice <<customer_name>>'s cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will

perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

2.8.2.10 Once the site set-up is complete, <<customer_name>> will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when <<customer_name>> requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by <<customer_name>> for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

2.8.2.11 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.8.3 **Unbundled Network Terminating Wire (UNTW)**

2.8.3.1 Unbundled Network Terminating Wire (UNTW) is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop which in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the end-users premises. Neither Party will provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow the other Party to place its facilities to the end user.

2.8.3.3 Requirements

2.8.3.3.1 On a multi-unit premises, upon request of the other Party ("Requesting Party"), the Party owning the network terminating wire ("Provisioning Party") will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.8.3.3.3 In existing Multi-Dwelling Units (MDUs) and/or Multi-Tenant Units (MTUs) in which BellSouth does not own or control wiring (INC/NTW) to the end users premises, <<customer_name>> will install UNTW Access Terminals for BellSouth at no additional charge.

- 2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate <<customer_name>> for each pair activated commensurate to the price specified in <<customer_name>>'s Agreement.
- 2.8.3.3.5 Upon receipt of the UNTW Service Inquiry (SI) requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the end user has requested a change in its local service provider to the Requesting Party. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.
- 2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.3.7 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, Requesting Party will be responsible for costs associated with removing Access Terminals and restoring property to its original state prior to Access Terminals being installed.
- 2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.
- 2.8.3.3.9 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

- 2.8.3.3.10 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.3.11 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:
- 2.8.3.3.11.1 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.
- 2.8.3.3.11.2 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.
- 2.8.4 **Unbundled Sub-Loop Feeder**
- 2.8.4.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves an end user location.
- 2.8.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).
- 2.8.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).
- 2.8.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of <<customer_name>>'s loop distribution elements onto BellSouth's feeder system.
- 2.8.4.5 Requirements
- 2.8.4.5.1 <<customer_name>> will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a cross-connect panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, <<customer_name>> may request, through the BellSouth Special

Construction process, a determination of costs to provide the sub-loop feeder element to <<customer_name>>. <<customer_name>> will then have the option of paying the special construction charges or canceling the order.

- 2.8.4.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.
- 2.8.4.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.
- 2.8.4.6 Unbundled Sub-Loop Feeder – (USLF DS3 and above)
 - 2.8.4.6.1 USLF DS3 and above provides connectivity between a BellSouth Serving Wire Center (SWC) and the Remote Terminal (RT) associated with that SWC that serves an end user location.
 - 2.8.4.6.2 The sub-loop feeder is intended to be utilized for voice traffic and digital traffic. It can be configured at DS3, STS-1, OC-3, OC-12, or OC-48 transmission capacities.
 - 2.8.4.6.3 The OC-48 Sub-Loop Feeder will consist of four (4) OC12 interfaces.
 - 2.8.4.6.4 Both 2-fiber and 4-fiber-protect applications will be supported for OC-3 level and higher.
- 2.8.4.7 Requirements
 - 2.8.4.7.1 Access in the SWC and RT will be via a Collocation cross-connect.
 - 2.8.4.7.2 USLF DS3 and above will be a designed circuit. BellSouth will provide a Design Layout Record (DLR) for this network element.
 - 2.8.4.7.3 Rates. Rates for these services are as set forth in Exhibit B of this Attachment. Mileage is based on airline miles.
 - 2.8.4.7.4 BellSouth will provide USLF DS3 and above elements in accordance with applicable industry standards.
- 2.8.5 **Unbundled Loop Concentration (ULC)**
 - 2.8.5.1 BellSouth will provide to <<customer_name>> Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

2.8.5.2 ULC will be offered in two system options. System A will allow up to 96 BellSouth loops to be concentrated onto two or more DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to <<customer_name>> at <<customer_name>>'s collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto 4 or more DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to <<customer_name>>'s collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each loop that is terminated onto the ULC system.

2.8.6 **Unbundled Sub-Loop Concentration (USLC)**

2.8.6.1 Where facilities permit, <<customer_name>> may concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office.

2.8.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two system options. System A will allow up to 96 of <<customer_name>>'s sub-loops to be concentrated onto two or more DS1s. System B will allow an additional 96 of <<customer_name>>'s sub-loops to be concentrated onto two or more additional DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the Remote Terminal site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to <<customer_name>>'s demarcation point associated with <<customer_name>>'s collocation space within the SWC that serves the remote terminal (RT). USLC service is offered with or without concentration and with or without a protection DS1.

2.8.6.3 <<customer_name>> is required to deliver its sub-loops to its own cross-box, RT, or other similar device and deliver a single cable to the BellSouth RT. This cable shall be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and shall allow <<customer_name>>'s sub-loops to be placed on the USLC and transported to <<customer_name>>'s collocation space at a DS1 level.

2.8.7 **Dark Fiber Loop**

2.8.7.1 Dark Fiber Loop is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements,

regeneration or other electronics necessary for <<customer_name>> to utilize Dark Fiber Loops.

- 2.8.7.2 A Dark Fiber Loop is a point to point arrangement from an end user's premises connected via a cross connect to the demarcation point associated with <<customer_name>>'s collocation space in the end user's serving wire center.
- 2.8.7.3 Dark Fiber Loop rates are differentiated between Local Channel, Interoffice Channel and Local Loop.
- 2.8.7.4 Requirements
 - 2.8.7.4.1 BellSouth shall make available Dark Fiber Loop where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is used by BellSouth for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure; or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place the fiber for Dark Fiber Loop if none is available.
 - 2.8.7.4.2 If the requested Dark Fiber Loop has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at <<customer_name>>'s request subject to time and materials charges.
 - 2.8.7.4.3 <<customer_name>> is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.
 - 2.8.7.4.4 BellSouth shall use its commercially reasonable efforts to provide to <<customer_name>> information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a Service Inquiry ("SI") from <<customer_name>>.
 - 2.8.7.4.5 If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to <<customer_name>> within twenty (20) business days after <<customer_name>> submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable <<customer_name>> to connect or splice <<customer_name>> provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.

2.9 **Loop Makeup (LMU)**

2.9.1 Description of Service

- 2.9.1.1 BellSouth shall make available to <<customer_name>> (LMU) information so that <<customer_name>> can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment <<customer_name>> intends to install and the services <<customer_name>> wishes to provide. This section addresses LMU as a preordering transaction, distinct from <<customer_name>> ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.
- 2.9.1.2 BellSouth will provide <<customer_name>> LMU information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.
- 2.9.1.3 BellSouth's LMU information is provided to <<customer_name>> as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
- 2.9.1.4 BellSouth's provisioning of LMU information to the requesting CLEC on facilities is contingent upon either BellSouth or the requesting CLEC owning the loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility owned by another CLEC unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI (Loop Makeup Service Inquiry) submitted by the requesting CLEC.
- 2.9.1.5 <<customer_name>> may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop. The determination shall be made solely by <<customer_name>> and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee <<customer_name>>'s ability to provide advanced data services over the ordered loop type. Further, if <<customer_name>> orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. <<customer_name>> is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**

2.9.2.1 <<customer_name>> may obtain LMU information by submitting a LMU Service Inquiry (LMUSI) mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the Loop information from the mechanized LMUSI process, if <<customer_name>> needs further loop information in order to determine loop service capability, <<customer_name>> may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit B of this Attachment.

2.9.2.2 Manual LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG) utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is three business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, <<customer_name>> may reserve up to ten Loop facilities. For a Manual LMUSI, <<customer_name>> may reserve up to three Loop facilities.

2.9.3.2 <<customer_name>> may reserve facilities for up to four (4) business days for each facility requested on a LMUSI from the time the LMU information is returned to <<customer_name>>. During and prior to <<customer_name>> placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If <<customer_name>> does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

2.9.3.3 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.9.4 **Ordering of Other UNE Services**

2.9.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. <<customer_name>> will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, <<customer_name>> does not reserve facilities upon an initial LMUSI, <<customer_name>>'s placement of an order for an advanced data service type facility will incur the appropriate billing charges to include service inquiry and reservation per Exhibit B of this Attachment.

2.9.4.2 Where <<customer_name>> has reserved multiple Loop facilities on a single reservation, <<customer_name>> may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to <<customer_name>>, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by <<customer_name>>. If the

ordered Loop type is not available, <<customer_name>> may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the Loop type ordered.

3 High Frequency Spectrum Network Element

3.1 General

3.1.1 BellSouth shall provide <<customer_name>> access to the high frequency spectrum of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user at the rates set forth in this Attachment.

3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow <<customer_name>> the ability to provide Digital Subscriber Line (“xDSL”) data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. <<customer_name>> shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.1.3 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

3.1.4 BellSouth will provide Loop Modification to <<customer_name>> on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (Central Office Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (Central Office Based) Unbundled Loop Modification were developed in the Line Sharing Collaborative and may be found posted to the web at <http://www.interconnection.bellsouth.com/html/unes.html>. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth’s voice service. If <<customer_name>> requests that BellSouth modify a Loop longer than 18,000 ft. and such modification

significantly degrades the voice services on the Loop, <<customer_name>> shall pay for the Loop to be restored to its original state.

3.2 **Provisioning of High Frequency Spectrum and Splitter Space**

3.2.1 BellSouth will provide <<customer_name>> with access to the High Frequency Spectrum as follows:

3.2.1.1 To order High Frequency Spectrum on a particular Loop, <<customer_name>> must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the end-user of such Loop.

3.2.1.2 <<customer_name>> may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of <<customer_name>>'s submission of an error free Line Splitter Ordering Document ("LSOD") to the BellSouth Complex Resale Support Group.

3.2.1.3 Once a splitter is installed on behalf of <<customer_name>> in a central office in which <<customer_name>> is located, <<customer_name>> shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and <<customer_name>> shall pay the electronic or manual ordering charges as applicable when <<customer_name>> orders High Frequency Spectrum for end-user service.

3.2.1.4 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide <<customer_name>> access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to <<customer_name>>'s xDSL equipment in <<customer_name>>'s collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide <<customer_name>> with a carrier notification letter, informing <<customer_name>> of change. <<customer_name>> shall purchase ports on the splitter in increments of 8 or 24 ports.

3.2.1.5 BellSouth will install the splitter in (i) a common area close to <<customer_name>>'s collocation area, if possible; or (ii) in a BellSouth relay rack as close to <<customer_name>>'s DS0 termination point as possible. <<customer_name>> shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for <<customer_name>> on the toll main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified <<customer_name>> DS0 at such time that a <<customer_name>> end user's service is established.

- 3.2.1.6 <<customer_name>> may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. <<customer_name>> may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures shall apply.
- 3.2.1.7 Any splitters installed by <<customer_name>> in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. <<customer_name>> may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 3.2.1.8 The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and <<customer_name>> desires to continue providing xDSL service on such Loop, <<customer_name>> shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give <<customer_name>> notice in a reasonable time prior to disconnect, which notice shall give <<customer_name>> an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the end user and <<customer_name>> purchases the full stand-alone Loop, <<customer_name>> may elect the type of loop it will purchase. <<customer_name>> will pay the appropriate recurring and non-recurring rates for such Loop as set forth in Exhibit B to this Attachment. In the event <<customer_name>> purchases a voice grade Loop, <<customer_name>> acknowledges that such Loop may not remain xDSL compatible.
- 3.2.1.9 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.
- 3.2.2 **Ordering**
- 3.2.2.1 <<customer_name>> shall use BellSouth's Line Splitter Ordering Document ("LSOD") to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.
- 3.2.2.2 BellSouth will provide <<customer_name>> the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
- 3.2.2.2.1 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.

- 3.2.2.2.2 BellSouth will provide <<customer_name>> access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and <<customer_name>> shall pay the rates for such services, as described in Exhibit B.
- 3.2.2.2.3 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for <<customer_name>>'s data.
- 3.2.3 **Maintenance and Repair**
- 3.2.3.1 <<customer_name>> shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. If <<customer_name>> is using a BellSouth owned splitter, <<customer_name>> may access the loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If <<customer_name>> provides its own splitter, it may test from the collocation space or the Termination Point.
- 3.2.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. <<customer_name>> will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.2.3.3 <<customer_name>> shall inform its end users to direct data problems to <<customer_name>>, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 3.2.3.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.
- 3.2.3.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to <<customer_name>>, BellSouth will notify <<customer_name>>. <<customer_name>> will provide no more than two (2) verbal connecting facility assignments (CFA) pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, <<customer_name>> will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue <<customer_name>>'s access to the High Frequency Spectrum on such loop. BellSouth will not be responsible for any loss of data as a result of this action.
- 3.2.4 **Line Splitting.**
- 3.2.4.1 General

- 3.2.4.2 Line Splitting allows a provider of data services (a “Data LEC”) and a provider of voice services (a “Voice CLEC”) to deliver voice and data service to end users over the same loop. The Voice CLEC and Data LEC may be the same or different carriers. <<customer_name>> shall provide BellSouth with a signed Letter of Authorization (“LOA”) between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services.
- 3.2.4.3 The splitter may be provided by the Data LEC, Voice CLEC or BellSouth. When <<customer_name>> or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog loop from the serving wire center to the network interface device (NID) at the end user’s location; a collocation cross connection connecting the loop to the collocation space; a second collocation cross connection from the collocation space connected to a voice port; and a splitter. The loop and port cannot be a loop and port combination (i.e. UNE-P), but must be individual stand-alone network elements. When BellSouth owns the splitter, Line Splitting requires the following: a non designed analog loop from the serving wire center to the network interface device (NID) at the end user’s location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.
- 3.2.4.4 An unloaded 2-wire copper loop must serve the end user. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 3.2.4.5 End Users currently receiving voice service from a Voice CLEC through a UNE platform (UNE-P) may be converted to Line Splitting arrangements by <<customer_name>> or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, a UNE port and two collocation cross connects. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, port, and one collocation cross connection.
- 3.2.4.6 When end users using High Frequency Spectrum CO Based line sharing service convert to Line Splitting, BellSouth will discontinue billing for the upper spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of <<customer_name>> or its authorized agent to determine if the loop is compatible for Line Splitting Service. <<customer_name>> or its authorized agent may use the existing loop unless it is not compatible with the Data LEC’s data service and <<customer_name>> or its authorized agent submits an LSR to BellSouth to change the loop.

- 3.2.4.7 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement. Where a UNE-P arrangement does not already exist, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same loop.
- 3.2.4.8 **Ordering**
- 3.2.4.9 <<customer_name>> shall use BellSouth's Line Splitter Ordering Document ("LSOD") to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with Line Splitting.
- 3.2.4.10 BellSouth shall provide <<customer_name>> the Local Service Request ("LSR") format to be used when ordering Line Splitting service.
- 3.2.4.11 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.
- 3.2.4.12 BellSouth will provide <<customer_name>> access to Preordering Loop Makeup (LMU) in accordance with the terms of this Agreement. BellSouth shall bill and <<customer_name>> shall pay the rates for such services as described in Exhibit B.
- 3.2.4.13 BellSouth will provide loop modification to <<customer_name>> on an existing loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: [HTTP://www.interconnection.bellsouth.com/html/unes.html](http://www.interconnection.bellsouth.com/html/unes.html). Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment.
- 3.2.4.14 **Maintenance**
- 3.2.4.15 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. <<customer_name>> will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.2.4.16 <<customer_name>> shall inform its end users to direct data problems to <<customer_name>>, unless both voice and data services are impaired, in which event the end users should call BellSouth.

- 3.2.4.17 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.
- 3.2.4.18 When BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to owner of the collocation space, BellSouth will notify the owner of the collocation space. The owner of the collocation space will provide no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event the CFA pair is changed, the owner of the collocation space will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue the owner of the collocation space access to the High Frequency Spectrum on such loop.
- 3.2.4.19 If <<customer_name>> is not the data provider, <<customer_name>> shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees which arise out of actions related to the data provider.
- 3.2.5 **Remote Site High Frequency Spectrum**
- 3.2.5.1 General
- 3.2.5.1.1 BellSouth shall provide <<customer_name>> access to the high frequency spectrum of the local sub-loop as an unbundled network element (UNE) only where BellSouth is the voice service provider to the end user at the rates set forth in this Attachment.
- 3.2.6 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow <<customer_name>> the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. <<customer_name>> shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.
- 3.2.7 Access to the High Frequency Spectrum requires an unloaded, 2-wire (Non-Designed) copper sub loop. A unloaded Cooper sub loop has no load coils, low-pass filters,

range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

- 3.2.8 BellSouth will provide Loop Modification to <<customer_name>> on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. Procedures for High Frequency Spectrum (Remote Site) Unbundled Loop Modification were developed in the Line Sharing Collaborative and may be found posted to the web at <http://www.interconnection.bellsouth.com/html/unes.html>. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If <<customer_name>> requests modifications on a sub loop longer than 18,000 ft. and requested modifications significantly degrades the voice services on the loop, <<customer_name>> shall pay for the loop to be restored to its original state.
- 3.2.9 Provisioning of High Frequency Spectrum and Splitter Space
- 3.2.10 BellSouth will provide <<customer_name>> with access to the High Frequency Spectrum as follows:
- 3.2.10.1 To order High Frequency Spectrum on a particular Loop, <<customer_name>> must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated at the remote site that serves the end-user of such Loop.
- 3.2.10.2 <<customer_name>> may provide its own splitters or may order splitters in a remote site once the <<customer_name>> has installed its DSLAM at that remote site. BellSouth will install splitters within thirty-six (36) calendar days of <<customer_name>>'s submission of an error free Line Splitter Ordering Document ("LSOD") to the BellSouth Complex Resale Support Group.
- 3.2.10.3 Once a splitter is installed on behalf of <<customer_name>> in a remote site in which <<customer_name>> is located, <<customer_name>> shall be entitled to order the High Frequency Spectrum on lines served out of that remote site. BellSouth will bill and <<customer_name>> shall pay applicable for High Frequency Spectrum end-user activation.
- 3.2.11 **BellSouth Owned Splitter**
- 3.2.11.1 BellSouth will select, purchase, install and maintain a splitter at the remote site. The <<customer_name>>'s meet point is at the BellSouth "cross connect" point located at the Feeder Distribution Interface (FDI). The <<customer_name>> will provide a cable facility to the BellSouth FDI. BellSouth will splice the <<customer_name>>'s cable to BellSouth's spare binding post in the FDI and use "cross connects" to connect the <<customer_name>>'s cable facility to the BellSouth splitter. The splitter will route the

high frequency portion of the circuit to the <<customer_name>>'s xDSL equipment in their collocation space. Access to the high frequency spectrum is not compatible with foreign exchange (FX) lines, ISDN, and other services listed in the technical section of this document.

- 3.2.11.2 The BellSouth splitter bifurcates the digital and voice band signals. The low frequency voice band portion of the circuit is routed back to the BellSouth switch. The high frequency digital traffic portion of the circuit is routed to the xDSL equipment in the <<customer_name>>'s Remote Terminal (RT) collocation space and routed back to the <<customer_name>>'s network. At least 30 business days before making a change in splitter suppliers, BellSouth will provide <<customer_name>> with a carrier notification letter, informing <<customer_name>> of change. <<customer_name>> shall purchase ports on the splitter in increments of 24 ports.
- 3.2.11.3 BellSouth will install the splitter in (i) a common area close to <<customer_name>>'s collocation area, if possible; or (ii) in a BellSouth relay rack as close to <<customer_name>>'s DS0 termination point as possible. <<customer_name>> shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the remote site in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified <<customer_name>> DS0 at such time that a <<customer_name>> end user's service is established.
- 3.2.12 **CLEC Owned Splitter**
- 3.2.12.1 <<customer_name>> may at its option purchase, install and maintain splitters in its collocation arrangements. <<customer_name>> may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures shall apply. The CLEC will be required to activate cable pairs in no less than 8 (eight) pair increments.
- 3.2.12.2 Any splitters installed by <<customer_name>> in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. <<customer_name>> may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 3.2.12.3 The High Frequency Spectrum shall only be available on sub-loops provided by BellSouth that continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and <<customer_name>> desires to continue providing xDSL service on such sub-loop, <<customer_name>> shall be required to purchase a full stand-alone

sub-loop. To the extent commercially practicable, BellSouth shall give <<customer_name>> notice in a reasonable time prior to disconnect, which notice shall give <<customer_name>> an adequate opportunity to notify BellSouth of its intent to purchase such sub-loop. In those cases where BellSouth no longer provides voice service to the end user and <<customer_name>> purchases the full stand-alone sub-loop, <<customer_name>> may elect the type of sub-loop it will purchase. <<customer_name>> will pay the appropriate recurring and non-recurring rates for such sub-loop as set forth in Exhibit B to this Attachment. In the event <<customer_name>> purchases a voice grade Loop, <<customer_name>> acknowledges that such sub-loop may not remain xDSL compatible.

3.2.12.4 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

3.2.13 **Ordering**

3.2.13.1 <<customer_name>> shall use BellSouth's Remote Splitter Ordering Document ("RSOD") to order and activate splitters from BellSouth or to activate CLEC owned splitters at an RT for use with High Frequency Spectrum.

3.2.13.2 BellSouth will provide <<customer_name>> the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

3.2.13.2.1 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.

3.2.13.2.2 BellSouth will provide <<customer_name>> access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and <<customer_name>> shall pay the rates for such services as described in Exhibit B.

3.2.13.2.3 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for <<customer_name>>'s data.

3.2.14 **Maintenance and Repair**

3.2.14.1 <<customer_name>> shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. If <<customer_name>> is using a BellSouth owned splitter, <<customer_name>> may access the loop at the point where the data signal exits. If <<customer_name>> provides its own splitter, it may test from the collocation space or the Termination Point.

3.2.14.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point.

<<customer_name>> will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

- 3.2.14.3 <<customer_name>> shall inform its end users to direct data problems to <<customer_name>>, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 3.2.14.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.
- 3.2.14.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to <<customer_name>>, BellSouth will notify <<customer_name>>. <<customer_name>> will provide no more than two (2) verbal connecting facility assignments (CFA) pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, <<customer_name>> will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue <<customer_name>>'s access to the High Frequency Spectrum on such loop. BellSouth will not be responsible for any loss of data as a result of this action.

4 Local Switching

- 4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to <<customer_name>> for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to <<customer_name>> for the provision of a telecommunications service only in the limited circumstance described below in Section 4.5.

4.2 Local Circuit Switching Capability, including Tandem Switching Capability

- 4.2.1 Local circuit switching capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) switching provided by remote switching modules; and (D) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone;

and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch. Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

- 4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for <<customer_name>> when <<customer_name>> serves an end-user with four (4) or more voice-grade (DS-0) equivalents or lines served by BellSouth in one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- 4.2.3 In the event that <<customer_name>> orders local circuit switching for an end user with four (4) or more DS0 equivalent lines within Density Zone 1 in an MSA listed above, BellSouth shall charge <<customer_name>> the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities. If a market rate is not set forth in Exhibit B, such rate shall be negotiated by the Parties.
- 4.2.4 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.
- 4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to <<customer_name>>'s end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
- 4.2.6 Provided that <<customer_name>> purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an <<customer_name>> local end user, or originated by a BellSouth local end user and terminated to an <<customer_name>> local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge <<customer_name>> the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Inter-carrier compensation for local calls between BellSouth and <<customer_name>> shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

- 4.2.7 Where <<customer_name>> purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an <<customer_name>> end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge <<customer_name>> the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and <<customer_name>> shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
- 4.2.8 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill <<customer_name>> the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.
- 4.2.9 **Unbundled Port Features**
- 4.2.9.1 Charges for Unbundled Port are as set forth in Exhibit B, and as specified in such exhibit, may or may not include individual features.
- 4.2.9.2 Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.
- 4.2.9.3 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.
- 4.2.9.4 BellSouth will provide to <<customer_name>> selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 2. Any other routing requests by <<customer_name>> will be made pursuant to the BFR/NBR Process as set forth in Attachment 12.
- 4.2.10 **Provision for Local Switching**
- 4.2.10.1 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 4.2.10.2 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 4.2.10.3 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling

software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

4.2.10.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to <<customer_name>> all AIN triggers in connection with its SMS/SCE offering.

4.2.10.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by <<customer_name>>.

4.2.11 **Local Switching Interfaces.**

4.2.11.1 <<customer_name>> shall order ports and associated interfaces compatible with the services it wishes to provide, as listed in Exhibit B. BellSouth shall provide the following local switching interfaces:

4.2.11.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

4.2.11.1.2 Coin phone signaling;

4.2.11.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;

4.2.11.1.4 Two-wire analog interface to PBX;

4.2.11.1.5 Four-wire analog interface to PBX;

4.2.11.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

4.2.11.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;

4.2.11.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

4.2.11.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

4.3 **Tandem Switching**

4.3.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of

connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.

4.3.2 Technical Requirements

- 4.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
 - 4.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
 - 4.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by <<customer_name>> and BellSouth;
 - 4.3.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
 - 4.3.2.1.4 Tandem Switching shall provide access to Toll Free number database;
 - 4.3.2.1.5 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
 - 4.3.2.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.
- 4.3.2.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to <<customer_name>>.
- 4.3.2.3 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 4.3.2.4 Tandem Switching shall process originating toll-free traffic received from <<customer_name>>'s local switch.
- 4.3.2.5 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

4.3.3 Upon <<customer_name>>'s purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for <<customer_name>>'s traffic overflowing from direct end office high usage trunk groups.

4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**

4.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of <<customer_name>>. AIN Selective Carrier Routing will provide <<customer_name>> with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

4.4.2 <<customer_name>> shall order AIN Selective Carrier Routing through its Account Team and/or Local Contract Manager. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.

4.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.

4.4.4 Where AIN Selective Carrier Routing is utilized by <<customer_name>>, the routing of <<customer_name>>'s end user calls shall be pursuant to information provided by <<customer_name>> and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed' basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.

4.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, <<customer_name>> shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit B of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit B of this Attachment. For each <<customer_name>> end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit B of this Attachment. <<customer_name>> shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit B of this Attachment.

4.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to <<customer_name>>'s fully completed firm order as a Regional Service

Order. With the delivery of this firm order response to <<customer_name>>, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

- 4.4.7 The non-recurring End Office Establishment Charge will be billed to <<customer_name>> following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to <<customer_name>> following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to <<customer_name>> following the normal billing cycle for per query charges.
- 4.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed per contracted rates.

4.5 **Packet Switching Capability**

- 4.5.1 The packet switching capability network element is defined as the function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.
- 4.5.2 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
 - 4.5.2.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the feeder section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
 - 4.5.2.2 There are no spare copper loops capable of supporting the xDSL services <<customer_name>> seeks to offer;
 - 4.5.2.3 BellSouth has not permitted <<customer_name>> to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has <<customer_name>> obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and
 - 4.5.2.4 BellSouth has deployed packet switching capability for its own use.

- 4.5.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

4.6 **Interoffice Transmission Facilities**

- 4.6.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to <<customer_name>> for the provision of a telecommunications service.

5 Unbundled Network Element Combinations

- 5.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs); 2) Other Network Element Combinations; and 3) UNE Loop/Port Combinations.

- 5.2 For purposes of this Section, references to “Currently Combined” network elements shall mean that the particular network elements requested by <<customer_name>> are in fact already combined by BellSouth in the BellSouth network.

5.3 **Enhanced Extended Links (EELs)**

- 5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link (“EEL”) as defined in Section 5.3.2 below.

- 5.3.2 Subject to Section 5.3.4 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.5 following. This offering is intended to provide connectivity from an end user’s location through that end user’s SWC to <<customer_name>>’s POP serving wire center. The circuit must be connected to <<customer_name>>’s switch for the purpose of provisioning telephone exchange service to <<customer_name>>’s end-user customers. The EEL will be connected to <<customer_name>>’s facilities in <<customer_name>>’s collocation space at the POP SWC, or <<customer_name>> may purchase BellSouth’s access facilities between <<customer_name>>’s POP and <<customer_name>>’s collocation space at the POP SWC.

- 5.3.3 When ordering EEL combinations, <<customer_name>> shall provide to BellSouth certification that <<customer_name>> will provide a significant amount of local exchange service over the requested combination and shall indicate under what local usage option <<customer_name>> seeks to qualify. <<customer_name>> shall be deemed to be providing a significant amount of local exchange service if one of the two

(2) options set forth in Sections 5.3.6.2 through 5.3.6.3 is met. BellSouth shall have the right to audit <<customer_name>>'s records to verify that <<customer_name>> is meeting the applicable local usage requirements. Such audit shall comply with the terms of Section 5.3.6.6 in this Attachment.

5.3.4 BellSouth shall provide EEL combinations to <<customer_name>> in Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to <<customer_name>> those EEL combinations described in Section 5.3.5 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available new EEL combinations to <<customer_name>> in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs. Except as stated above, EELs will be provided to <<customer_name>> only to the extent such network elements are Currently Combined.

5.3.5 **EEL Combinations**

- 5.3.5.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 5.3.5.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 5.3.5.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 5.3.5.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 5.3.5.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 5.3.5.6 DS1 Interoffice Channel + DS1 Local Loop
- 5.3.5.7 DS3 Interoffice Channel + DS3 Local Loop
- 5.3.5.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 5.3.5.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.5.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.5.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 5.3.5.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 5.3.5.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 5.3.5.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.6 **Special Access Service Conversions**

- 5.3.6.1 <<customer_name>> may not convert special access services to combinations of loop and transport network elements, whether or not <<customer_name>> self-provides its entrance facilities (or obtains entrance facilities from a third party), unless <<customer_name>> uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent <<customer_name>> requests to convert any special access services to combinations of loop and transport network elements at UNE prices, <<customer_name>> shall provide to BellSouth certification that <<customer_name>> is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification shall also indicate under what local usage option <<customer_name>> seeks to qualify for conversion of special access circuits. <<customer_name>> shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:
- 5.3.6.2 <<customer_name>> certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at <<customer_name>>'s collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, <<customer_name>> is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. <<customer_name>> can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or
- 5.3.6.3 <<customer_name>> certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. The loop-transport combination must terminate at <<customer_name>>'s collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or
- 5.3.6.4 <<customer_name>> certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport combinations to be

connected to BellSouth's tariffed services. Under this option, collocation is not required. <<customer_name>> does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

- 5.3.6.5 In addition, there may be extraordinary circumstances where <<customer_name>> is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.6. In such case, <<customer_name>> may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon <<customer_name>>'s request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 5.3.6.6 BellSouth may at its sole discretion audit <<customer_name>> records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and <<customer_name>> shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, <<customer_name>> shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that <<customer_name>> is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from <<customer_name>>.
- 5.3.6.7 <<customer_name>> may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.
- 5.3.7 **Rates**
- 5.3.7.1 Subject to the limitations set forth in Section 5.3.4 above, the rates for EEL combinations are as follows:
- 5.3.7.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.5, whether or not Currently Combined, are as set forth in Exhibit B of this Attachment.
- 5.3.7.1.2 For combinations of loop and transport network elements that are not set forth in Section 5.3.5 but are Currently Combined, the recurring charge shall be the sum of the

recurring charges for the individual UNEs that comprise the combination and the nonrecurring charge shall be the conversion charge set forth in Exhibit B of this Attachment.

- 5.3.7.1.3 For combinations of loop and transport network elements that are not set forth in Section 5.3.5, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination as set forth in Exhibit B of this Attachment.

5.3.8 **Multiplexing**

- 5.3.8.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

5.4 **Other Network Element Combinations**

- 5.4.1 In the states of Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, BellSouth shall make available to <<customer_name>>, in accordance with Section 5.4.25.4.2.1 below: (1) combinations of network elements other than those described in this Section that are Currently Combined; and (2) combinations of network elements other than those described in this Section that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to <<customer_name>>, in accordance with Section 5.4.2 below, combinations of network elements other than those described in this Section 5 only to the extent such combinations are Currently Combined.

5.4.2 Rates

- 5.4.2.1 Subject to the limitations set forth in Section 5.4.1 above, the rates for network element combinations other than those described in this Section 5 are as follows:

- 5.4.2.1.1 The recurring charge for Currently Combined combinations of network elements other than those described in this Section 5 shall be the sum of the recurring charges for the individual UNEs that comprise the combination and the nonrecurring charge shall be the conversion charge set forth in Exhibit B of this Attachment.

- 5.4.2.1.2 For network element combinations other than those described in this Section 5 where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements that make up the combination as set forth in Exhibit B of this Attachment.

- 5.4.2.1.3 To the extent that <<customer_name>> seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, <<customer_name>>, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement. In addition, to the extent BellSouth has not developed methods and procedures to provide any specific combination of network elements requested by <<customer_name>>, whether or not Currently Combined, such methods and procedures shall be established pursuant to the BFR/NBR process.
- 5.5 UNE Port/Loop Combinations
- 5.5.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
- 5.5.2 BellSouth shall make available UNE port/loop combinations, regardless of whether such combinations are Currently Combined, so long as such combinations are ordinarily combined in BellSouth's network.
- 5.5.3 Except as set forth in section 5.6.3 below, in Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, BellSouth shall provide UNE port/loop combinations that are ordinarily combined in BellSouth's network, regardless of whether such combinations are Currently Combined at the cost-based rates in Exhibit B.
- 5.5.4 In Alabama, Florida, and North Carolina, BellSouth shall provide UNE port/loop combinations that are not Currently Combined but that are ordinarily combined in BellSouth's network at the market rates in Exhibit B. If a market rate is not set forth in Exhibit B for a UNE port/loop combination, such rate shall be negotiated by the Parties.
- 5.5.5 In Alabama, Florida, and North Carolina, BellSouth shall provide UNE port/loop combinations that are Currently Combined at the cost-based rates in Exhibit B.
- 5.5.6 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
- 5.5.6.1 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-

Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to <<customer_name>> if <<customer_name>>'s customer has 4 or more DS0 equivalent lines.

- 5.5.6.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit B. If a market rate is not set forth in Exhibit B for a UNE port/loop combination, such rate shall be negotiated by the Parties.
- 5.5.7 BellSouth shall make 911 updates in the BellSouth 911 database for <<customer_name>>'s UNE port/loop combinations. BellSouth will not bill <<customer_name>> for 911 surcharges. <<customer_name>> is responsible for paying all 911 surcharges to the applicable governmental agency.
- 5.5.8 Combination Offerings
- 5.5.8.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.5.8.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.5.8.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.5.8.4 2-wire CENTREX port, voice grade loop, CENTREX intercom functionality, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.5.8.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.5.8.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.5.8.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

- 5.5.8.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

6 Transport, Channelization and Dark Fiber

6.1 Transport

- 6.1.1 Interoffice transmission facility network elements include:

- 6.1.1.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and <<customer_name>>.

- 6.1.1.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics;

- 6.1.1.3 Common (Shared) transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.

- 6.1.2 BellSouth shall:

- 6.1.2.1 Provide <<customer_name>> exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

- 6.1.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities of the transport facility for the provision of telecommunications services;

- 6.1.2.3 Permit, to the extent technically feasible, <<customer_name>> to connect such interoffice facilities to equipment designated by <<customer_name>>, including but not limited to, <<customer_name>>'s collocated facilities; and

- 6.1.2.4 Permit, to the extent technically feasible, <<customer_name>> to obtain the functionality provided by BellSouth's digital cross-connect systems.

- 6.1.3 Technical Requirements of Common (Shared) Transport

- 6.1.3.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office (“CO to CO”) connections in the applicable industry standards.
- 6.1.3.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the applicable industry standards.
- 6.1.3.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
- 6.1.3.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

6.2 **Dedicated Transport**

- 6.2.1 Dedicated Transport is composed of the following Unbundled Network Elements:
 - 6.2.1.1 Unbundled Local Channel, defined as the dedicated transmission path between <<customer_name>>’s Point of Presence (“POP”) and <<customer_name>>’s collocation space in the BellSouth Serving Wire Center for <<customer_name>>’s POP, and
 - 6.2.1.2 Unbundled Interoffice Channel, defined as the dedicated transmission path that provides telecommunication between BellSouth’s Serving Wire Centers’ collocations.
 - 6.2.1.3 BellSouth shall offer Dedicated Transport in each of the following ways:
 - 6.2.1.3.1 As capacity on a shared UNE facility.
 - 6.2.1.3.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to <<customer_name>>.
 - 6.2.1.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as, line terminating equipment, amplifiers, and regenerators.
- 6.2.2 Technical Requirements
 - 6.2.2.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to <<customer_name>> designated traffic.
 - 6.2.2.2 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (“CI to CO”) connections in the applicable industry standards.

- 6.2.2.3 For DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the applicable industry standards.
- 6.2.2.4 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
- 6.2.2.4.1 DS0 Equivalent;
- 6.2.2.4.2 DS1;
- 6.2.2.4.3 DS3; and
- 6.2.2.4.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 6.2.2.5 BellSouth shall design Dedicated Transport according to its network infrastructure. <<customer_name>> shall specify the termination points for Dedicated Transport.
- 6.2.2.6 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
- 6.2.2.7 BellSouth Technical References:
- 6.2.2.7.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 6.2.2.7.2 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995.
- 6.2.2.7.3 TR 73525 MegaLink[®] Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 6.3 **Unbundled Channelization (Multiplexing)**
- 6.3.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. Channelization will be offered with both the high and low speed sides to be connected to collocation. Channelization can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, <<customer_name>> may request channel activation on an as-needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility.

- 6.3.2 BellSouth shall make available the following channelization systems:
 - 6.3.2.1 DS3/STS-1 Channelization System: channelizes a DS3 signal into 28 DS1s.
 - 6.3.2.2 DS1 Channelization System: channelizes a DS1 signal into 24 DS0s.
- 6.3.3 BellSouth shall make available the following
 - 6.3.3.1 Central Office Channel Interfaces (COCI):
 - 6.3.3.2 DS1 COCI, which can be activated on a DS3 Channelization System.
 - 6.3.3.3 Voice Grade and Digital Data COCI, which can be activated on a DS1 Channelization System.
 - 6.3.3.4 Data COCI, which can be activated on a DS1 Channelization System.
 - 6.3.3.5 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
- 6.3.4 Technical Requirements
 - 6.3.4.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, <<customer_name>>'s channelization equipment must adhere strictly to form and protocol standards. <<customer_name>> must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.
 - 6.3.4.2 DS0 to DS1 Channelization
 - 6.3.4.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions.
 - 6.3.4.3 DS1 to DS3 Channelization
 - 6.3.4.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.
 - 6.3.4.4 DS1 to STS Channelization
 - 6.3.4.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex

Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings.

6.4 **Dark Fiber Transport**

6.4.1 Dark Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. It may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for <<customer_name>> to utilize Dark Fiber Transport.

6.4.2 Dark Fiber Transport rates are differentiated between Local Channel, Interoffice Channel and Local Loop.

6.4.3 Requirements

6.4.3.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.

6.4.3.2 If the requested Dark Fiber Transport has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at <<customer_name>>'s request subject to time and materials charges.

6.4.3.3 <<customer_name>> is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.

6.4.3.4 BellSouth shall use its best efforts to provide to <<customer_name>> information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from <<customer_name>>. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.

6.4.3.5 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to <<customer_name>> within twenty (20) business days after <<customer_name>> submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable <<customer_name>> to connect or splice

<<customer_name>> provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

7 BellSouth Switched Access (“SWA”) 8XX Toll Free Dialing Ten Digit Screening Service

7.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (“8XX SCP Database”) is a Signaling control Point (“SCP”) that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the Switching Service Point (“SSP”) or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (“8XX TFD Service”) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At <<customer_name>>’s option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by <<customer_name>>.

7.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

8 Line Information Database (LIDB)

8.1 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, <<customer_name>> must purchase appropriate signaling links pursuant to Section 9 of this Attachment. LIDB contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth’s CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2 Technical Requirements

8.2.1 BellSouth will offer to <<customer_name>> any additional capabilities that are developed for LIDB during the life of this Agreement.

8.2.2 BellSouth shall process <<customer_name>>’s Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to <<customer_name>> what additional functions (if any) are performed by LIDB in the BellSouth network.

- 8.2.3 Within two (2) weeks after a request by <<customer_name>>, BellSouth shall provide <<customer_name>> with a list of the customer data items, which <<customer_name>> would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 8.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.
- 8.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 8.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 8.2.7 All additions, updates and deletions of <<customer_name>> data to the LIDB shall be solely at the direction of <<customer_name>>. Such direction from <<customer_name>> will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 8.2.8 BellSouth shall provide priority updates to LIDB for <<customer_name>> data upon <<customer_name>>'s request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 8.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of <<customer_name>> customer records will be missing from LIDB, as measured by <<customer_name>> audits. BellSouth will audit <<customer_name>> records in LIDB against DBAS to identify record mismatches and provide this data to a designated <<customer_name>> contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to <<customer_name>> within one business day of audit. Once reconciled records are received back from <<customer_name>>, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact <<customer_name>> to negotiate a time frame for the updates, not to exceed three business days.
- 8.2.10 BellSouth shall perform backup and recovery of all of <<customer_name>>'s data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the

LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

- 8.2.11 BellSouth shall provide <<customer_name>> with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between <<customer_name>> and BellSouth.
- 8.2.12 BellSouth shall prevent any access to or use of <<customer_name>> data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by <<customer_name>> in writing.
- 8.2.13 BellSouth shall provide <<customer_name>> performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by <<customer_name>> at least at parity with BellSouth Customer Data. BellSouth shall obtain from <<customer_name>> the screening information associated with LIDB Data Screening of <<customer_name>> data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to <<customer_name>> under the BFR/NBR process as set forth in Attachment 12.
- 8.2.14 BellSouth shall accept queries to LIDB associated with <<customer_name>> customer records, and shall return responses in accordance with industry standards.
- 8.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 8.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 8.3 Interface Requirements
 - 8.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
 - 8.3.2 The interface to LIDB shall be in accordance with the technical references contained within.
 - 8.3.3 The CCS interface to LIDB shall be the standard interface described herein.
 - 8.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

- 8.3.5 The application of the LIDB rates contained in Exhibit B to this Attachment will be based on a Percent CLEC LIDB Usage (“PCLU”) factor. <<customer_name>> shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. <<customer_name>> shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth’s Jurisdictional Factors Reporting Guide, as it is amended from time to time.

9 Signaling

- 9.1 BellSouth shall offer access to signaling and access to BellSouth’s signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

9.2 Signaling Link Transport

- 9.2.1 Signaling Link Transport is a set of two or four dedicated 56 kbps transmission paths between <<customer_name>>-designated Signaling Points of Interconnection that provide appropriate physical diversity.
- 9.2.2 Technical Requirements
- 9.2.3 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:
- 9.2.3.1 As an “A-link” Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and
- 9.2.3.2 As a “B-link” Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).
- 9.2.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:
- 9.2.4.1 An A-link layer shall consist of two links.
- 9.2.4.2 A B-link layer shall consist of four links.
- 9.2.4.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

- 9.2.4.4 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
- 9.2.4.5 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 9.2.5 Interface Requirements
- 9.2.5.1 There shall be a DS1 (1.544 Mbps) interface at <<customer_name>>'s designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 9.3 **Signaling Transfer Points (STPs)**
- 9.3.1 A Signaling Transfer Point is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 9.3.2 Technical Requirements
- 9.3.2.1 Signaling Transfer Point s shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. Signaling Transfer Point also provide access to third-party local or tandem switching and Third-party-provided Signaling Transfer Points.
- 9.3.2.2 The connectivity provided by Signaling Transfer Points shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 9.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a <<customer_name>> local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between <<customer_name>> local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

- 9.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a <<customer_name>> or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a <<customer_name>> database, then <<customer_name>> agrees to provide BellSouth with the Destination Point Code for <<customer_name>> database.
- 9.3.2.5 STPs shall provide all functions of the OMAP as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT); and SCCP Routing Verification Test (SRVT).
- 9.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a <<customer_name>> or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.
- 9.4 **SS7 Advanced Intelligent Network (AIN) Access**
- 9.4.1 When technically feasible and upon request by <<customer_name>>, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with <<customer_name>>'s SS7 network to exchange TCAP queries and responses with a <<customer_name>> SCP.
- 9.4.2 SS7 AIN Access shall provide <<customer_name>> SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and <<customer_name>> SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the <<customer_name>> SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

9.4.3.1 BellSouth shall provide the following STP options to connect <<customer_name>> or <<customer_name>>-designated local switching systems to the BellSouth SS7 network:

9.4.3.1.1 An A-link interface from <<customer_name>> local switching systems; and,

9.4.3.1.2 A B-link interface from <<customer_name>> local STPs.

9.4.3.2 Each type of interface shall be provided by one or more layers of signaling links.

9.4.3.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

9.4.3.4 BellSouth shall provide intraoffice diversity between the Signaling Point of Interconnection and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

9.4.4 Message Screening

9.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from <<customer_name>> local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the <<customer_name>> switching system has a valid signaling relationship.

9.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from <<customer_name>> local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the <<customer_name>> switching system has a valid signaling relationship.

9.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from <<customer_name>> from any signaling point or network interconnected through BellSouth's SS7 network where the <<customer_name>> SCP has a valid signaling relationship.

9.5 Service Control Points/Databases

- 9.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 9.5.2 A Service Control Point (SCP) is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.
- 9.5.3 Technical Requirements for SCPs/Databases
- 9.5.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 9.5.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 9.5.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 9.6 **Local Number Portability Database**
- 9.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.
- 9.7 **SS7 Network Interconnection**
- 9.7.1 SS7 Network Interconnection is the interconnection of <<customer_name>> local signaling transfer point switches or <<customer_name>> local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, <<customer_name>> local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 9.7.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and <<customer_name>> or other third-party switching systems with A-link access to the BellSouth SS7 network.

- 9.7.3 If traffic is routed based on dialed or translated digits between a <<customer_name>> local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the <<customer_name>> local signaling transfer point switches and BellSouth or other third-party local switch.
- 9.7.4 SS7 Network Interconnection shall provide:
- 9.7.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 9.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 9.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.7.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a <<customer_name>> local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of <<customer_name>> local STPs, and shall not include SCCP Subsystem Management of the destination.
- 9.7.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part, as specified in ANSI T1.113.
- 9.7.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.7.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 9.7.9 Interface Requirements
- 9.7.9.1 The following SS7 Network Interconnection interface options are available to connect <<customer_name>> or <<customer_name>>-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
- 9.7.9.1.1 A-link interface from <<customer_name>> local or tandem switching systems; and

- 9.7.9.1.2 B-link interface from <<customer_name>> STPs.
- 9.7.9.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 9.7.9.3 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 9.7.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 9.7.9.5 BellSouth shall set message screening parameters to accept messages from <<customer_name>> local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the <<customer_name>> switching system has a valid signaling relationship.

10 Operator Services (Operator Call Processing and Directory Assistance)

- 10.1 Operator Call Processing provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, and Operator-assisted Directory Assistance.
- 10.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:
 - 10.2.1 Process 0+ and 0- dialed local calls.
 - 10.2.2 Process 0+ and 0- intraLATA toll calls.
 - 10.2.3 Process calls that are billed to <<customer_name>> end user's calling card that can be validated by BellSouth.
 - 10.2.4 Process person-to-person calls.
 - 10.2.5 Process collect calls.
 - 10.2.6 Provide the capability for callers to bill to a third party and shall also process such calls.

- 10.2.7 Process station-to-station calls.
- 10.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
- 10.2.9 Process emergency call trace originated by Public Safety Answering Points.
- 10.2.10 Process operator-assisted directory assistance calls.
- 10.2.11 Adhere to equal access requirements, providing <<customer_name>> local end users the same IXC access as provided to BellSouth end users.
- 10.2.12 Exercise at least the same level of fraud control in providing Operator Service to <<customer_name>> that BellSouth provides for its own operator service.
- 10.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 10.2.14 Direct customer account and other similar inquiries to the customer service center designated by <<customer_name>>.
- 10.2.15 Provide call records to <<customer_name>> in accordance with ODUF standards specified in Attachment 7.
- 10.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 10.3 **Directory Assistance Service**
- 10.3.1 Directory Assistance Service provides local and non-local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 10.3.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by <<customer_name>>'s end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings.
- 10.3.3 **Directory Assistance Service Updates**
- 10.3.3.1 BellSouth shall update end user listings changes daily. These changes include:
 - 10.3.3.1.1 New end user connections
 - 10.3.3.1.2 End user disconnections

- 10.3.3.1.3 End user address changes
- 10.3.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 10.4 **Branding for Operator Call Processing and Directory Assistance**
- 10.4.1 BellSouth's branding feature provides a definable announcement to <<customer_name>> end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows <<customer_name>> to have its calls custom branded with <<customer_name>>'s name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in this Attachment.
- 10.4.2 BellSouth offers three branding offering options to <<customer_name>> when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.
- 10.4.3 Upon receipt of the custom branding order from <<customer_name>>, the order is considered firm after ten business days. Should <<customer_name>> decide to cancel the order, written notification to <<customer_name's>> BellSouth Account Executive is required. If <<customer_name>> decides to cancel after ten business days from receipt of the custom branding order, <<customer_name>> shall pay all charges per the order.
- 10.4.4 Selective Call Routing Using Line Class Codes (SCR-LCC)**
- 10.4.4.1 Where <<customer_name>> purchases unbundled local switching from BellSouth and utilizes an Operator Services Provider other than BellSouth, BellSouth will route <<customer_name>>'s end user calls to that provider through Selective Call Routing.
- 10.4.4.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for <<customer_name>> to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.
- 10.4.4.3 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.
- 10.4.4.4 Where available, <<customer_name>> specific and unique line class codes are programmed in each BellSouth end office switch where <<customer_name>> intends to

serve end users with customized OCP/DA branding. The line class codes specifically identify <<customer_name>>'s end users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and <<customer_name>> intends to provide <<customer_name>> -branded OCP/DA to its end users in these multiple rate areas.

- 10.4.4.5 BellSouth Branding is the default branding offering.
- 10.4.4.6 SCR-LCC supporting Custom Branding and Self Branding require <<customer_name>> to order dedicated trunking from each BellSouth end office identified by <<customer_name>>, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the <<customer_name>> Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.4.7 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by <<customer_name>> to the BellSouth TOPS. These calls are routed to "No Announcement."
- 10.4.4.8 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OCP/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OCP/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.
- 10.4.4.9 UNE Provider Branding via Originating Line Number Screening (OLNS)
- 10.4.5.1 BellSouth Branding, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, <<customer_name>> shall not be required to purchase dedicated trunking.
- 10.4.5.2 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, <<customer_name>> must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software,

<<customer_name>> must submit a manual order form which requires, among other things, <<customer_name>>'s OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. <<customer_name>> shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon <<customer_name>>'s purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all <<customer_name>> end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

10.4.5.3 BellSouth Branding is the default branding offering.

10.4.5.4 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill <<customer_name>> applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, <<customer_name>> shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in this Attachment. Further, where <<customer_name>> is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

10.4.6 **Facilities Based Carrier Branding**

10.4.6.1 All Service Levels require <<customer_name>> to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.6.2 Unbranding is the default branding offering.

10.4.6.3 Rates for Custom Branded OCP/DA are set forth in this Attachment.

10.4.6.4 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which <<customer_name>> requires service.

10.4.6.5 Directory Assistance customized branding uses:

10.4.6.5.1 the recording of <<customer_name>>;

10.4.6.5.2 the loading on the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

- 10.4.6.6 Operator Call Processing customized branding uses:
 - 10.4.6.6.1 the recording of <<customer_name>>;
 - 10.4.6.6.2 the loading on the DRAM in the TOPS Switch (North Carolina);
 - 10.4.6.6.3 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

10.5 **Directory Assistance Database Service (DADS)**

- 10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available at the rates set forth in this Attachment solely for the expressed purpose of providing Directory Assistance type services to <<customer_name>> end users. The term “end user” denotes any entity that obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted) and Electronic Directory Assistance (Data System assisted). <<customer_name>> agrees that DADS will not be used for any purpose that violates federal or state laws, statutes, regulatory orders or tariffs. For the purposes of provisioning a Directory Assistance type service, all terms and conditions of GSST A38 apply and are incorporated by reference herein. Except for the permitted uses, <<customer_name>> agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS.
- 10.5.2 BellSouth shall initially provide <<customer_name>> with a Base File of subscriber listings via magnetic tape. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each central office requested. BellSouth will require approximately 30- 45 days after receiving an order from <<customer_name>> to prepare the Base File.
- 10.5.3 BellSouth will provide updates on either a daily or weekly basis reflecting all listing change activity occurring since <<customer_name>>'s previous update. Delivery of updates will commence immediately after <<customer_name>> receives the Base File. Updates will be provided via magnetic tape unless BellSouth and <<customer_name>> mutually develop CONNECT: Direct™ electronic connectivity. <<customer_name>> will pay all costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 10.5.4 <<customer_name>> authorizes the inclusion of <<customer_name>> Directory Assistance listings in the BellSouth Directory Assistance products, including but not limited to DADS. Any other use is not authorized.

10.6 **Direct Access to Directory Assistance Service**

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide <<customer_name>>'s directory assistance operators with the ability to search, using a standard directory assistance search format, the same listing information that is available to BellSouth operators including all available BellSouth subscriber listings, all available listings associated with lines resold by competitive local exchange carriers, and all available listings associated with lines provisioned by local exchange carriers that provide their listings to BellSouth. DADAS will also provide <<customer_name>> with the ability to search all listings BellSouth obtains from sources other than the provider of the local exchange lines associated with the listings. The search format will be provided to <<customer_name>> by BellSouth upon subscription to the service. Subscription to DADAS requires that <<customer_name>> utilize its own switch, operator workstations, directory assistance operators, transport facilities, and optional audio subsystems.

10.6.2 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC tariff No. 1.

11 Automatic Location Identification/Data Management System (ALI/DMS)

11.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point ("PSAP") to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911.

11.2 Technical Requirements

11.2.1 BellSouth shall provide <<customer_name>> access to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to <<customer_name>> after <<customer_name>> provides end user information for input into the ALI/DMS database.

11.2.2 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless <<customer_name>> requests otherwise and shall be updated if <<customer_name>> requests, provided <<customer_name>> supplies BellSouth with the updates.

11.2.3 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

11.2.4 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall

(Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

11.3 Interface Requirements

- 11.3.1 The interface between the E911 Switch or Tandem and the ALI/DMS database for <<customer_name>> end users shall meet industry standards.

12 Calling Name (CNAM) Database Service

- 12.1 CNAM is the ability to associate a name with the calling party number, allowing the end user (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides <<customer_name>> the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.
- 12.2 <<customer_name>> shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing, no less than 60 days prior to <<customer_name>>'s access to BellSouth's CNAM Database Services and shall be addressed to <<customer_name>>'s Account Manager.
- 12.3 BellSouth's provision of CNAM Database Services to <<customer_name>> requires interconnection from <<customer_name>> to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement, incorporated herein by this reference.
- 12.4 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, <<customer_name>> shall provide its own CNAM SSP. <<customer_name>>'s CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 12.5 If <<customer_name>> elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that <<customer_name>> desires to query.
- 12.6 If <<customer_name>> queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs).

The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.

- 12.7 The mechanism to be used by <<customer_name>> for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by <<customer_name>> in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of <<customer_name>> to provide accurate information to BellSouth on a current basis.
- 12.8 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 12.9 <<customer_name>> CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.
- 13 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**
- 13.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide <<customer_name>> the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.
- 13.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to <<customer_name>>. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 13.3 BellSouth SCP shall partition and protect <<customer_name>> service logic and data from unauthorized access.
- 13.4 When <<customer_name>> selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable <<customer_name>> to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 13.5 <<customer_name>> access will be provided via remote data connection (e.g., dial-in, ISDN).

- 13.6 BellSouth shall allow <<customer_name>> to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

14 Basic 911 and E911

- 14.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

- 14.2 Basic 911 Service Provisioning. BellSouth will provide to <<customer_name>> a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. <<customer_name>> will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. <<customer_name>> will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, <<customer_name>> will be required to begin using E911 procedures.

- 14.3 E911 Service Provisioning. <<customer_name>> shall install a minimum of two dedicated trunks originating from the <<customer_name>> serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. <<customer_name>> will be required to provide BellSouth daily updates to the E911 database. <<customer_name>> will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, <<customer_name>> will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. <<customer_name>> shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

- 14.4 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on <<customer_name>> beyond applicable charges for BellSouth trunking arrangements.

- 14.5 Basic 911 and E911 functions provided to <<customer_name>> shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 14.6 The detailed practices and procedures for 911/E911 services are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.

15 Operational Support Systems (OSS)

- 15.1 BellSouth has developed and made available the following electronic interfaces by which <<customer_name>> may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

- 15.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Rate Exhibit B of this Attachment 2.

- 15.3 Denial/Restoral OSS Charge

- 15.3.1 In the event <<customer_name>> provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

- 15.4 Cancellation OSS Charge

- 15.4.1 <<customer_name>> will incur an OSS charge for an accepted LSR that is later canceled.

- 15.4.2 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

- 15.4.3 Network Elements and Other Services Manual Additive

- 15.4.4 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit B.

EXHIBIT A**LINE INFORMATION DATA BASE (LIDB)****FACILITIES BASED STORAGE AGREEMENT****I. Definitions**

- A. Billing number - a number that <<customer_name>> creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number that identifies a telephone line administered by <<customer_name>>.
- C. Special billing number - a ten-digit number that identifies a billing account established by <<customer_name>>.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four-digit security code assigned by <<customer_name>> that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by <<customer_name>>.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by <<customer_name>>.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of <<customer_name>> and pursuant to which BellSouth, its LIDB customers and <<customer_name>> shall have access to such information. In addition, this Agreement sets forth the terms and conditions for <<customer_name>>'s provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. <<customer_name>> understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of <<customer_name>>, pursuant to this Agreement, shall be available to those telecommunications service

providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to <<customer_name>>'s account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement.

- B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether <<customer_name>> has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth and where the last four digits (PIN) are a security code assigned by BellSouth.

3. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify <<customer_name>> of fraud alerts so that <<customer_name>> may take action it deems appropriate.

III. Responsibilities of the Parties

- A. BellSouth will administer all data stored in the LIDB, including the data provided by <<customer_name>> pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to <<customer_name>> for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

- B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from end users. Until such time as BellSouth implements in its LIDB

and its supporting systems the means to differentiate <<customer_name>>'s data from BellSouth's data, the following terms and conditions shall apply:

1. <<customer_name>> will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for <<customer_name>>'s End User accounts which are resident in LIDB pursuant to this Agreement. <<customer_name>> authorizes BellSouth to place such charges on <<customer_name>>'s bill from BellSouth and shall pay all such charges including, but not limited to, collect and third number calls.
2. Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.
3. <<customer_name>> shall have the responsibility to render a billing statement to its End Users for these charges, but <<customer_name>> shall pay BellSouth for the charges billed regardless of whether <<customer_name>> collects from <<customer_name>>'s End Users.
4. BellSouth shall have no obligation to become involved in any disputes between <<customer_name>> and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to <<customer_name>>. It shall be the responsibility of <<customer_name>> and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP Arrangements

1. BellSouth will include billing number information associated with exchange lines or SPNP arrangements in its LIDB. <<customer_name>> will request any toll billing exceptions via the Local Service Request (LSR) form used to order exchange lines, or the SPNP service request form used to order SPNP arrangements.
2. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the local exchange lines or the SPNP arrangements. For local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of <<customer_name>>. BellSouth will not issue line-based calling cards in the name of <<customer_name>>'s individual End Users. In the event that <<customer_name>> wants to include calling card numbers assigned by <<customer_name>> in the BellSouth LIDB, a separate agreement is required.

V. Fees for Service and Taxes

- A. <<customer_name>> will not be charged a fee for storage services provided by BellSouth to <<customer_name>>, as described in this LIDB Facilities Based Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by <<customer_name>> in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

EXHIBIT TGW - 14

Diagram – CO Based Line Sharing
BellSouth Owned Splitter

CO-Based Line Sharing Functional Block Diagram

Exhibit TGW -14

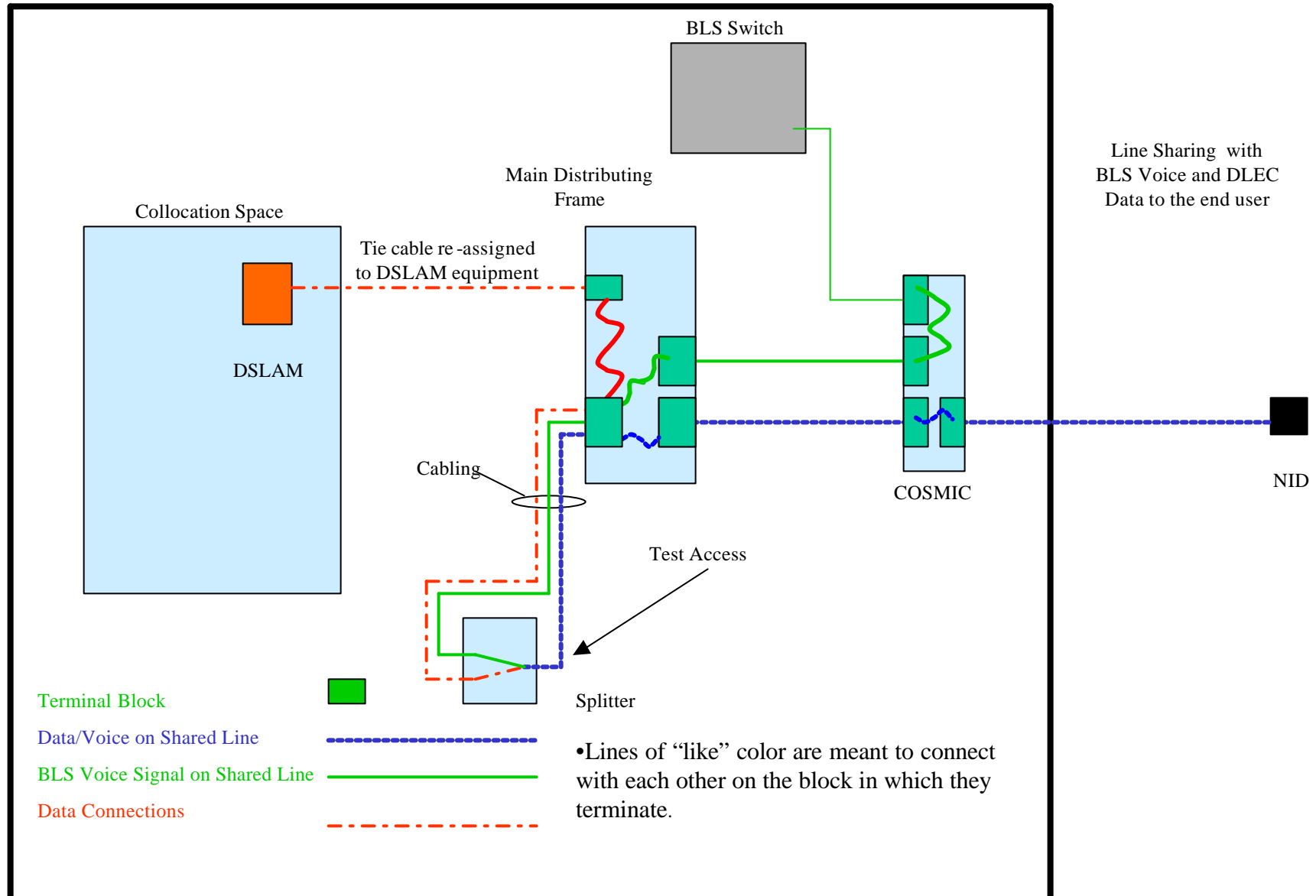


EXHIBIT TGW - 15

LSR Field Information

Line Sharing LSR Field Information

Line Share LSR

Preconditioning Screening Service Request

Local Service Request Form

1. Administrative Section

☐ Requirements

- CCNA
- PON
- AN
- PG_ OF _
- SC = LCSC
- D/SENT
- DDD
- REQ TYP = AB
- ACT = C
- CC
- ACTL
- LSO
- TOS = *RF (* = BAU)
- NC = UA-S
- NCI = 02QB5.005
- SECNCI = 02DU5.005
- CIC = (Same as CC)

✓ Updated 8/15/00. Corrected to add CIC field.

2. Bill Section

☐ Requirements

- BAN1 = (13 Digits)
- ACNA = (DLEC Name)
- INIT
- INIT-TEL NO
- INIT-FAX NO
- IMPCON
- IMPCON-TEL NO
- Remaining Fields Populated BAU (Business as Usual)

✓ Updated 8/15/00. Corrected to list required fields.

3. Contact Section

☐ Requirements

- Populated BAU

4. Remarks

☐ Requirements

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Line Sharing LSR Field Information

End User Information Form

1. Location and Access

☐ Requirements

- PON
- AN
- PG_OF_
- EU NAME

Populated BAU

✓ Updated 8/15/00. Corrected to list required fields.

Loop Service Form

1. Service Details

☐ Requirements

- PON
- AN
- LQTY
- PG_OF_
- LNUM
- LNA = N
- Cable ID = DLEC Collocated Cable ID
- Shelf = Splitter Assignment Data Positions 9 and 10
- Slot = Splitter Assignment Data Positions 11 and 12 – 13 (dash between 12 and 13.)
- Relay Rack = FLR/AISLE/BAY (Splitter Assignment Data Positions 1 through 8. This is a 10-position field. Leave the last two positions blank. No dots or dashes.)

✓ Updated 8/15/00. Corrected to list required fields.

Example of appearance on Version 4 LSR using the splitter assignment of **SPLFIM0101500301041** would look like this:

Shelf	Slot	Relay Rack	Chan/Pr
<u>01</u>	<u>04-1</u>	<u>01015003</u>	<u>151</u>

- Chan Pair = DLEC Collocated Cable Pair
- LEAN = SLTN (abbreviation for shared line TN)
- LEATN = XXX (NPA) NXX XXXX (Line shared TN)

2. Remarks

☐ Requirements

- RESID = FRN (See Note 2 below)

General Notes:

Line Sharing LSR Field Information

1. Multiple telephone numbers may be submitted on the same LSR provided they are billed on the same end user customer service record and serviced at the same address.
2. The Line Shared LSR may be submitted with a Loop Makeup FRN and or a Loop Modification SI / FRN. This information should be noted in the Remarks section of the Loop Service Form as RESID = FRN.
 - The FRN associated with Loop Makeup is obtained via the *Mechanized Loop Makeup* transaction. This product is targeted to be available in July, 2000.
 - The FRN associated with Manual Loop Makeup is under development; currently no FRN is returned on a Manual Loop Makeup.
 - The FRN associated with Manual Loop Modification – New Loop, is returned on the Service Inquiry. There is no FRN used on Manual Loop Modification – Existing Loop.
3. Additional information can be obtained via the Internet at:

www.interconnection.bellsouth.com/guides/guides.html

This site contains the BellSouth Business Rules for Local Ordering based upon the OBF industry consensus approved guidelines found in the *Local Service Ordering Guidelines (LSOG)* Version 4 Document. You can find this under the section titled **Local Exchange Ordering (LEO) Implementation Guide**.

Under the section titled **BST Customized LSOG 4 forms** you will find the new version 4 LSR in MS Word Format.

EXHIBIT TGW - 16

Diagram – CO Based Line Sharing
DLEC Owned Splitter

CO-Based Line Sharing Functional Block Diagram With Splitter Located in CLEC Space

Exhibit TGW -16

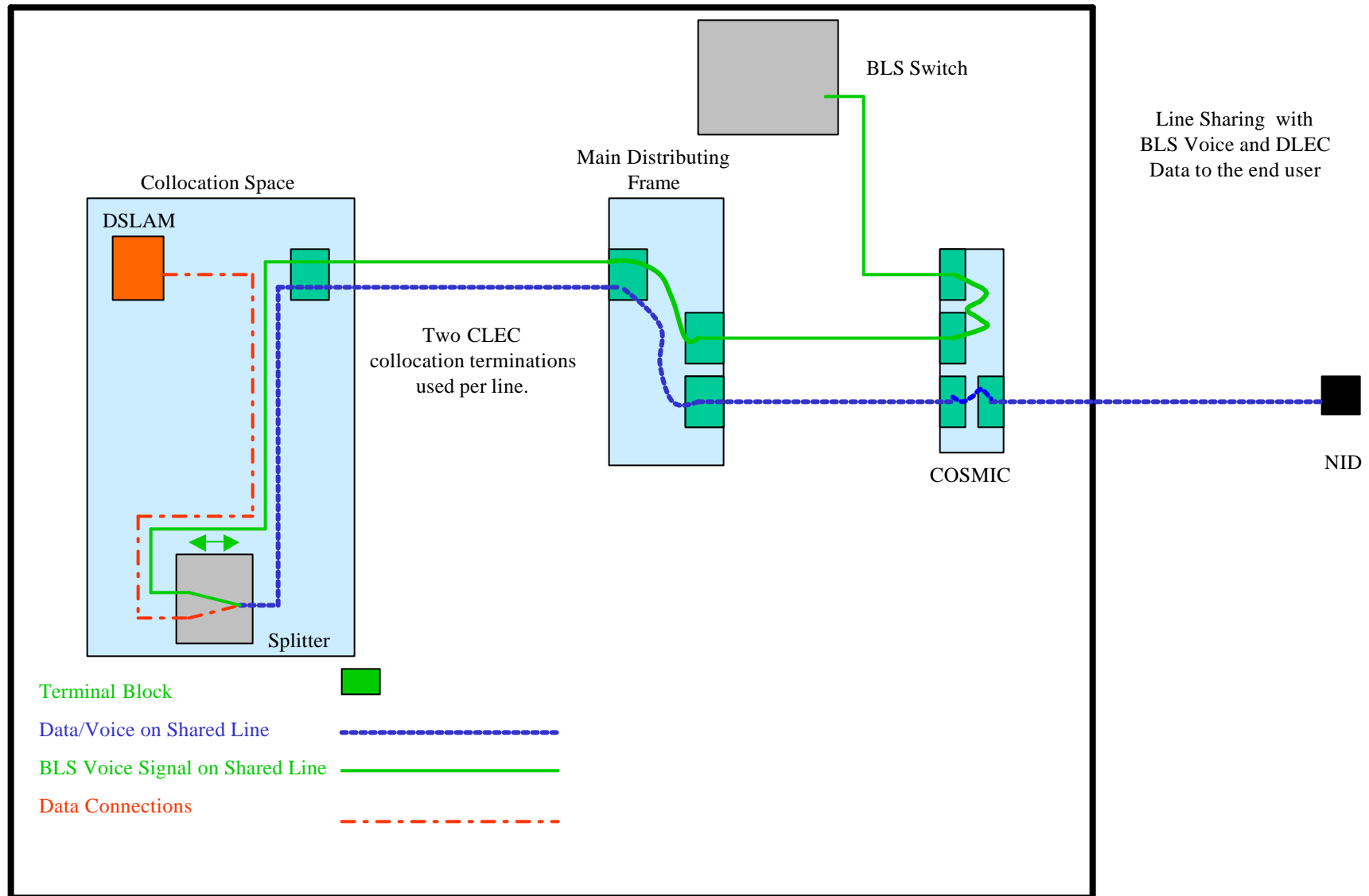


EXHIBIT TGW - 17

Diagram – Line Splitting

CO-Based Line Splitting

Exhibit TGW-17

